

*Board of Education
Regular Meeting
May 26, 2020*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting via Webinar Meeting

Notice is hereby given that on May 26, 2020, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting via Webinar beginning at 5:30 PM. Due to health and safety concerns related to the COVID-19 Coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the Board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor. Members of the public may access the live broadcast for this meeting from either Spectrum (Charter) Channel 192, the Fort Worth ISD EDTV channel on YouTube (search for YouTube FWISD EDTV) or by using this link: <https://esc11.zoom.us/j/95723609318>. An electronic copy of the agenda packet is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Those individuals desiring to make a public comment can sign up by calling 469-223-5985 until 5:30 PM the day of the meeting.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 9 AM Tuesday, May 26, 2020.

Additional instructions to join this meeting:

Or iPhone one-tap :

US: +13462487799,,95723609318# or +12532158782,,95723609318#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 253 215 8782 or +1 669 900 6833 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592

Webinar ID: 957 2360 9318

International numbers available: <https://esc11.zoom.us/j/95723609318>

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - WEBINAR**

Join the live broadcast from either Spectrum (Charter) Channel 192, the Fort Worth ISD EDTV channel on YouTube (search for YouTube FWISD EDTV) or the link above.

2. **PLEDGES**

3. **PUBLIC COMMENT**

(Those individuals desiring to make a public comment can sign up by calling 469-223-5985 until 5:30 PM the day of the meeting.)

4. REPORTS/PRESENTATIONS

- A. Presentation on Bond Issuance from the 2017 Bond Program
- B. 2020 - 2021 Budget Update Presentation

5. DISCUSSION OF CONSENT AGENDA ITEMS

6. CONSENT AGENDA ITEMS

(Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

A. Board of Education Meeting Minutes	
1. May 12, 2020 - Regular Minutes	5
B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve Purchase of Handheld Radios, and Metal Detectors	14
2. Approve Purchase of Single Sign-On, Account Provisioning, and Rostering Solution	20
3. Approve Purchase of Consumable Math Books in Grades K-5 as Part of a Continuation of Proclamation 2014	25
C. Approve the Quarterly Investment Report for the Period: January 1, 2020 – March 31, 2020	29
D. Approve Budget Amendment for the Period Ended April 30, 2020	45
E. Approve 2020-2021 Allocations for Fort Worth After School (FWAS) Full Service Providers (Local Funds and Special Revenue Grant Funds)	51
F. Approve 2020-2021 Allocations for Fort Worth After School (FWAS) Partial Service Providers (Local Funds)	54
G. Approve 2020-2021 Allocations for Fort Worth After School (FWAS) Full Service Providers at Five Leadership Academies (Rainwater Charitable Foundation Funds)	57
H. Approve 2020-2021 Allocation for Fort Worth After School (FWAS) Full Service Provider at Young Men’s Leadership Academy	59
I. Approve Ratification of Memorandum of Understanding Between Fort Worth ISD (Existing ECHS/PTECH Schools) and Tarrant County College District	61
J. Approve Ratification of Memorandum of Understanding Between Fort Worth ISD (New ECHS/PTECH Schools) and Tarrant County College District	109
K. Approve Purchase of Safety and Security Equipment Including a Public Address (PA) System, Cabling and Additional Technology Components at the Teaching and Learning Center (TLC)	208
L. Approve the Closeout for the Contract with AUI Partners, LLC for Benbrook Middle/High School Job #071-023 (CSP #19-033) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program	216

- M. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for O.D. Wyatt High School Job #016-212 in Conjunction with the 2017 Capital Improvement Program 219
- N. Approve Authorization to Negotiate and Enter into a Contract with Steele & Freeman, Inc. for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 003-001 (CMAR RFP #20-001) South Hills High School Athletics 221
- O. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Arlington Heights High School Job #002-102 in Conjunction with the 2017 Capital Improvement Program 224
- P. Approve Oncor Electric Delivery Company Easement and Right-of-Way Agreement for Polytechnic High School Addition/Renovation Job No. 009-202 in Conjunction with the 2017 Capital Improvement Program 226
- Q. Approve of an Additional Service Fee for an Existing Facilities Analysis for the Long-Range Facilities Master Plan 233

7. RECESS - RECONVENE IN CLOSED MEETING FOR EXECUTIVE SESSION - WEBINAR

8. EXECUTIVE SESSION

The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 - 1. Discussion Regarding Potential Resolution of SJ Employment Claims
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 - 1. Staff Attorney
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

9. RECONVENE IN REGULAR SESSION - WEBINAR

10. ACCEPT CONSENT AGENDA ITEMS

11. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda
- B. Personnel

12. ACTION AGENDA ITEMS

- A. Consider and Take Action on Resolution Agreement Regarding SJ Employment Claims
- B. Approve Second Reading-Revisions to Board Policies CKC(LOCAL), CKE(LOCAL), DFFA(LOCAL) and EHBB(LOCAL) 235
- C. Approve Board Appointments to the District Advisory Committee 251
- D. Approve COVID-19 Related 2019-2020 Missed School Day Waiver 255
- E. Approve Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds”; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, including Establishing Procedures and Delegating Matters to Authorized District Officials 258
- F. Approve Purchase and Sale Agreement for the Sale of 3000 Shotts Street and 3008 Shotts Street, Fort Worth, Texas 76107, Excluding Mineral Interests 261
- G. Approve Purchase and Sale Agreement for the Sale of 100 N. University Drive, Fort Worth, Texas 76107, Excluding Mineral Interests 302
- H. Approve Purchase and Sale Agreement for the Sale of 2901 Shotts Street, Fort Worth, Texas 76107, Excluding Mineral Interests 343
- I. Approve Purchase and Sale Agreement for the Sale of 2808 Tillar Street, Fort Worth, Texas 76107, Excluding Mineral Interests 384
- J. Approve Purchase and Sale Agreement for the Sale of 2821 Cullen Street, Fort Worth, Texas 76107, Excluding Mineral Interests 425
- K. Approve Purchase and Sale Agreement for the Sale of 2801 Cullen Street and 2809 Cullen Street, Fort Worth, Texas 76107, Excluding Mineral Interests 466
- L. Approve Purchase and Sale Agreement for the Sale of 2720 Cullen Street, Fort Worth, Texas 76107, Excluding Mineral Interests 507
- M. Approve Purchase and Sale Agreement for the Sale of 1066 W. Magnolia Avenue, Fort Worth, Texas 76104, Excluding Mineral Interests 548
- N. Discussion and Action to Elect 2nd Vice President and Secretary of the Board

13. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS

14. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

The Open Meetings Act (the “Act”) was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The “Act” requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting.

Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or designee.

In order to maintain compliance with Chapter 551 of the Texas Government Code and the Texas Open Meetings Act, the Board must approve each set of minutes presented. Upon approval, the minutes can then be made available to the public as an official record of a given meeting.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Board of Education Meeting Minutes
2. Decline to Approve the Board of Education Meeting Minutes
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Board of Education Meeting Minutes

FUNDING SOURCE

Additional Details

None

None

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

None

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

Approval of the attached Board of Education minutes allows the District to provide the public with an official record of any given meeting.

INFORMATION SOURCE:

Karen Molinar

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on May 12, 2020.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on May 8, 2020, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. via a Zoom webinar. The subjects to be discussed are listed on the agenda which is made a part of this notice.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on May 8, 2020 at 05:30 p.m.

Amanda Coleman, PhD
Director
Policy and Planning

RETURN OF THE MEETING May 12, 2020

I, Amanda Coleman, Director of Policy and Planning of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on May 8, 2020, on the Fort Worth ISD main web page as District offices are closed due to the COVID-19 pandemic.

Given under my hand on May 8, 2020.

Amanda Coleman, PhD
Director
Policy and Planning

1. 5:30 P.M. - CALL REGULAR MEETING TO ORDER - WEBINAR

President Ramos called the meeting to order at 5:30 p.m.

The following Board Members were present:

Daphne Brookins
Anne Darr
C.J. Evans
Tobi Jackson
Anael Luebanos
Quinton Phillips
Jacinto Ramos
Norman Robbins

(Trustee Ashley Paz was not present)

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity and Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
Michael Ball, Chief Financial Officer
Karen Molinar, Chief of Staff, Policy and Planning
Jerry Moore, Chief Academic Officer
Raul Pena, Chief of Elementary Schools
Cynthia Rincon, Chief of Human Capital Management
Cherie Washington, Chief of Secondary Schools
Barbara Griffith, Senior Communications Officer
Clint Bond, Executive Director of External & Emergency Communications

2. PLEDGES

Pledges were led by Clint Bond.

3. RECOGNITIONS

- A. Honoring Fort Worth ISD School Nurses
- B. District Teachers of the Year Recognition

Recognitions given by Clint Bond.

4. PUBLIC COMMENT

Ryan Wheeler
Patrick Wells

5. DISCUSSION OF CONSENT AGENDA ITEMS

6. CONSENT AGENDA ITEMS (Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

- A. Board of Education Meeting Minutes
 - 1. April 28, 2020-Regular Meeting
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 - 1. Approve Replacement of Boiler at Carter-Riverside High School
 - 2. Approve Emergency Purchase of Chromebooks to Support Ongoing Online Instruction in Elementary Schools

- C. Approve Increased Costs for Internet Access Services for 2019-2020 School Year (E-Rate Eligible)
 - D. Approve the TTESS Waiver 2019-2020
 - E. Approve Memorandum of Understanding Between Fort Worth ISD and Fort Worth Cradle to Career to Join the “Tarrant to and Through Initiative”
 - F. Approve First Reading-Revisions to Board Policies CKC(LOCAL), CKE(LOCAL), DFFA(LOCAL) and EHBB(LOCAL)
 - G. Approve Resolution of the Board of Trustees for the Fort Worth Independent School District Regarding Delegation of Authority for Non-Educator Performance Appraisals
 - H. Approve Ratification for the Purchase of Furniture, Fixtures and Equipment for Phase I Refresh of the Teaching and Learning Center
7. RECESS-RECONVENE IN CLOSED MEETING FOR EXECUTIVE SESSION-WEBINAR
- Regular meeting concluded at 5:49pm to move to Executive Session.
8. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.
- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 - B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 - C. Security Implementation (Texas Government Code §551.076)
 - D. Real Property (Texas Government Code §551.072)
9. RECONVENE IN REGULAR SESSION - WEBINAR
- The meeting was reconvened at 7:51 p.m.

10. ACCEPT CONSENT AGENDA ITEMS

Motion was made by Norman Robbins, seconded by, Anael Luebanos to approve CONSENT AGENDA.

The motion was unanimously approved.

11. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

There were no items removed.

B. Personnel (Item not needed)

12. ACTION AGENDA ITEMS

A. Discussion and Action to Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

Item not addressed.

B. Discussion and Action to Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

Item not addressed.

C. Discussion and Action to Approve Recommendation to Terminate Certain Probationary Contract Employees at the End of the Contract Period, in the Best Interests of the District Pursuant to Chapter 21 of the Texas Education Code

Motion was made by Anne Darr, seconded by Tobi Jackson.

The motion was unanimously approved.

D. Discussion and Action to Approve Renew and Award Probationary and Term Chapter 21 Employment Contracts of Specified Certified Employees for the 2020-2021 Contract Year, Including but not Limited to Teachers, Campus Professionals, Campus Administrators, Principals, Directors, Executive Directors, Assistant Superintendents, and Executive Officers

Motion was made by Tobi Jackson, seconded by Daphne Brookins.

The motion was unanimously approved.

- E. Discussion and Action to Approve Resolution Declaring Certain Real Estate Holdings of Fort Worth Independent School District as Surplus and No Longer Necessary for the Operation of the School District, Excluding Mineral Interests
Motion was made by Norman Robbins, seconded by CJ Evans.

The motion was unanimously approved.

- F. Discussion and Action to Approve Purchase and Sale Agreement for the Sale of 840 Cooks Lane, Fort Worth, Texas 76120, Excluding Mineral Interests

Motion was made by Tobi Jackson, seconded by Quinton Phillips.

7 FOR and 1 AGAINST: Motion passes

- G. Discussion and Action to Approve Purchase and Sale Agreement for the Sale of 3150 McCart Avenue, Fort Worth, Texas 76109, Excluding Mineral Interests

Motion was made by Tobi Jackson, seconded by Anael Luebanos.

7 FOR and 1 AGAINST: Motion passes

- H. Discussion and Action to Approve Purchase and Sale Agreement for the Sale of Three (3) Acres of Land at the Northwest Corner of Wichita Street and I-20, Fort Worth, Texas 76119, Excluding Mineral Interests

Motion was made by Tobi Jackson, seconded by Daphne Brookins.

7 FOR and 1 AGAINST: Motion passes

- I. Discussion and Action to Approve Purchase and Sale Agreement for the Sale of Approximately 2.032 Acres of Land, More or Less and Improvements (Commonly Known as the Thomas Place Community Center), Excluding Mineral Interests

Motion was made by CJ Evans, seconded by Tobi Jackson.

The motion was unanimously approved.

13. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS

Tobi Jackson
Quinton Phillips
Daphne Brookins

Anne Darr
Norman Robbins
Anael Luebanos
Dr. Kent Scribner
Jacinto Ramos

14. ADJOURN

The meeting was adjourned at 8:21 p.m.

Amanda Coleman, PhD
Policy and Planning

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE PURCHASE OF HANDHELD RADIOS AND METAL DETECTORS

BACKGROUND:

Fort Worth ISD received a Texas Education Agency Safety and Security Grant to purchase equipment to improve the safety and security of the District's schools. The grant allows the purchases of handheld radios and metal detectors.

Our campuses need enough handheld (portable) radios to ensure all administrators, campus monitors, custodians and school resource officers are able to communicate throughout each school. Our current radios will work with the 1,454 new ones being purchased. When the older models on each campus expire, the campus will be converted to digital operations, which will enhance communications.

The grant also allows the District to upgrade the metal detectors used in the schools. Some of the metal detectors in use are near the end of their useful life cycle and repair is not a cost-effective option. The purchase of 20 walk-through metal detectors with casters will enhance the ability to keep weapons out of the schools and detect contraband. The District will also purchase 10 additional handheld metal detectors to supplement the ones in inventory and to improve detection capability.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Handheld Radios and Metal Detectors
2. Decline to Approve Purchase of Handheld Radios and Metal Detectors
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Handheld Radios and Metal Detectors

FUNDING SOURCE

Additional Details

Special Revenue

429-52-6398-09G-999-99-390-000000-20S08

COST:

\$375,080.06

VENDOR:

Grainger

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

This purchase is in accordance with the Texas Education Code section 44.031(j) regarding school district purchases made through an interlocal agreement contract. Pricing was obtained through the OMNIA Partners Region 4 ESC Contract R192002. Supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL/DEPARTMENTS

District Operations, Safety & Security Department, Grants and Development,
All District schools

RATIONALE:

Purchase of the new safety equipment will improve communications as well as continue the District's weapon prevention and contraband recovery program in our schools.

INFORMATION SOURCE:

Art Cavazos

Customer Quotation.



Ship To:	Information
FORT WORTH ISD-TCPN R142102	Grainger Quote Number 2044327207
100 N UNIVERSITY DR	Print Date 05/01/2020
FORT WORTH, TX 76107-1360	Customer Account 855507596
US	Department Number
Shipper Account:	Contact Name CHARLIE LANG
	Contact Phone 8178713300
	Contact Fax
	Contact Email CharlieLang@rowe-thrush.com
	Requested by Doug
	Heath
	Requestor Phone No.
	Requestor Fax
	Requestor Email Doug.Heath@grainger.com

eQuote Information:

Comments: Prior authorization is required for ALL returns; product must be new/unused and in original packaging. All returns may be subject to a restocking fee, assessed by the supplier upon inspection. Customer is responsible for return-shipping costs.

Line	Description	MFG Part No	Lead Time Bus.days	Qty.	Unit	Quote Price	Extended Price
10	METAL DETECTORS STANDARD 30# CLEARANCE IN GRAY .20 ZONE Mfr Brand Name GARRETT METAL DETECTORS Customer Part No.: Carrier: 29811 - UPS GROUND Cost expiration date: 06/01/2020 Taxable: NO Notes: Standard 30# Clearance in Gray .20 Zone	1171000	10	20	EA	3,200.00	64,000.00
Total Sell Price in USD							64,000.00

This is not an invoice. Changes to product or quantities may result in different pricing. Availability and lead times are subject to change and can be confirmed at order placement. Additional lead time may apply for AK and HI. Unless otherwise stated, these items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with U. S. export control. Contact Sales Rep. or Grainger branch listed below for questions, order placement or to submit a new request. **Return Policy: Please contact Grainger before returning any product. All returns are subject to the manufacturer's return policy. Special Order items may not be returnable. Restocking fees may apply.**

Thank You!
Call or visit us at
1150 W Grove Parkway, Suite 101
Tempe, AZ 85283



Customer Quotation

To:

FORT WORTH ISD-TCPN R142102
 100 N UNIVERSITY DR
 FORT WORTH TX 76107-1360

Information

Date 04/28/2020
 Customer Account Number 855507596
 Grainger Quote Number 44084284
 Customer Job Number Motorola EVX261 Radios
 Contract Number
 Grainger Representative Kimberly Sarafidis
 Phone Number
 Fax Number
 Email
 Grainger Tax ID 36-1150280

Item	Description Manufacturer Name & Model	Cat. Pg. #	Qty	\$ Quote	Ext. Price	Start Date	Exp. Date
463W19	Portable Two Way Radio,UHF,403 - 470 MHz MOTOROLA EVX-261-G6-5 Country of Origin: China		1,454	208.64*	303,362.56	----	----
Total \$					303,362.56		

***Price quoted is either your earned price or contract price. This price may be subject to change without notice.**

All orders are subject to the terms and conditions in your current contract with Grainger or to Grainger's current [Terms of Sale](#) as set forth on [grainger.com](#)

Thank You!
 Visit us at grainger.com



Customer Quotation

To:

FORT WORTH ISD-TCPN R142102
 100 N UNIVERSITY DR
 FORT WORTH TX 76107-1360

Information

Date 05/01/2020
 Customer Account Number 855507596
 Grainger Quote Number 44129270
 Customer Job Number Garrett Hand Held/Casters
 Contract Number
 Grainger Representative Kimberly Sarafidis
 Phone Number
 Fax Number
 Email
 Grainger Tax ID 36-1150280

Item	Description Manufacturer Name & Model	Cat. Pg. #	Qty	\$ Quote	Ext. Price	Start Date	Exp. Date
10A457	Hand-Held Metal Detector, Plastic GARRETT METAL DETECTORS 1165190 Country of Origin: USA		10	125.53	1,255.30	05/01/2020	12/31/2020
53DU76	Metal Detector Caster,For PD-6500i GARRETT METAL DETECTORS 1169101 Country of Origin: USA		20	323.11*	6,462.20	----	----
Total \$					7,717.50		

***Price quoted is either your earned price or contract price. This price may be subject to change without notice.**

All orders are subject to the terms and conditions in your current contract with Grainger or to Grainger's current [Terms of Sale](#) as set forth on [grainger.com](#)

Thank You!
 Visit us at grainger.com

MAINTENANCE, REPAIR & OPERATIONS

LEAD AGENCY: REGION 4 ESC
CONTRACT #R192002

Region 4 ESC has awarded Grainger a competitively solicited Maintenance, Repair and Operational Supplies contract (#R192002) available through OMNIA Partners, Public Sector. Through this national cooperative contract, Grainger offers participants of OMNIA Partners a broad portfolio of products resulting in streamline, cost-effective solutions for MRO supplies, materials and accessories.

ABOUT OMNIA PARTNERS

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

CONTRACT SERVICES AND BENEFITS

Maintenance, Repair and Operations Supplies & Related Services
Contract #R192002

Contract Term: April 1, 2020 through March 31, 2023

- A total of 24 key categories represented with a minimum discount of 5% off of Grainger Contract Reference Price (CRP)
- Nationwide item core list of the most frequently purchased items
- KeepStock[®] – A Managed Inventory Solution
- One-stop purchasing
- Local stocking
- On-hand inventory reduction
- Broad assortment of supplies
- Same-day shipping*
- 24/7 online ordering on grainger.com/omniapartnerspublic
- Dedicated Grainger Government sales team
- No minimum order limits
- After-Hours Emergency Service – Call 1-800-CALL-WWG (1-800-225-5994) to open a branch anytime – even nights and weekends. (Free service under your Grainger/OMNIA Partners contract)

*In-stock orders placed directly with a branch or on Grainger.com[®] by 5pm local time Monday through Friday ship the same day within the Continental United States.

**Inbound shipping method is UPS. There is no charge for standard purchases. See contract for details.



VALUE ADDED SERVICES:

- Diversity Supplier Partnerships
- Multiple Energy and Water Saving solutions
- Audit and Financial Analysis, Consulting Services
- Material, Contractor and Project Management
- Installation by Qualified, Insured and Licensed Service Partners
- Identification of Applicable Incentives and Rebates
- Disposal and Recycling
- Environmental Services
- Emergency Preparedness Services
- Inventory Management Solutions
- Energy, Lighting and Facility Services
- Small Business Program
- Green/Sustainability Programs
- Training and Education
- Safety Services and Technical Training
- Customer Support Services

OMNIA PARTNERS PARTICIPANT INCENTIVES*

Participants affiliated with the Grainger contract available through OMNIA Partners, Public Sector can earn various incentives based on growing contract utilization and/or e-Commerce spend. Eligible purchases are those purchases made directly with Grainger that exceed the direct member purchases made during the immediately preceding 12 month period (April 1 - March 31).

Annual Growth Incentives*

e-Commerce Incentives*

*Minimum Qualifications May Apply. Contact your representative for requirements

Valid as of 4/1/2020

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: **APPROVE PURCHASE OF SINGLE SIGN-ON, ACCOUNT PROVISIONING, AND ROSTERING SOLUTION**

BACKGROUND:

A single sign-on, account provisioning, and rostering solution application portal service enables teachers, students, staff, and administrators to obtain a secure, simple access to digital resources and applications from one location at any time from any device. This service will increase classroom instruction time and office productivity by decreasing the time spent logging-in to multiple systems. The District will enter into a three year agreement with the application portal service starting August 2020 to July 2023.

This application also allows users to keep track of these resources so they can determine which learning applications are adding value.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Single Sign-On, Account Provisioning, and Rostering Solution
2. Decline to Approve Purchase of Single Sign-On, Account Provisioning, and Rostering Solution
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Single Sign-On, Account Provisioning, and Rostering Solution

FUNDING SOURCE

Additional Details

General Fund

199-53-6399-814-999-427-000000

COST:

\$201,119.00

VENDOR:

ClassLink

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031(j) regarding school district purchases made through an interlocal agreement contract. Pricing was obtained through the ESC Region 11 Awarded RFP#2019-10-2024. Supporting documentation is attached.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

District-wide

RATIONALE:

Approval to purchase Single Sign-On, account provisioning, and rostering solution will increase classroom instruction time and office productivity by decreasing the time spent logging into multiple systems.

INFORMATION SOURCE:

Art Cavazos

Company Address 45 East Madison Ave. Suite 7
Clifton, NJ 07011

Created Date 5/19/2020
Expiration Date 8/31/2020
Quote Number 00007138

Prepared By Mary Keith
Phone (862) 225-1518
Email mkeith@classlink.com

Contact Name Mcdeny Mojica
Phone (817) 814-3050
Email mcdeny.mojica@fwisd.org
Fax (817) 871-2460

Bill To Name Ft. Worth ISD (TX, 76107)
Bill To 100 North University
Suite NW 140-E
Fort Worth, TX 76107
United States

Ship To Name Ft. Worth ISD (TX, 76107)

Product	Product Description	Line Item Description	Sales Price	Quantity	Total Price
ClassLink 25,000+	Annual Site License-per user (25,000+ users)	Year 1 of 3 - Annual User Subscriptions	\$2.75	91,800	\$252,450.00
Discount: ClassLink Premier Site			(\$0.45)	91,800	(\$41,310.00)
ClassLink- Discount 3 Years Multi-Year Contract-Annual Payments		Year 1 of 3 annual renewal commitment - 5% discount	(\$0.12)	91,800	(\$11,016.00)
ClassLink Roster Server hosting (10,000 + users)		Year 1 of 3 - Annual Roster Server Hosting fee	\$995.00	1	\$995.00
ClassLink-Roster Server Includes	<ul style="list-style-type: none"> Automate delivery of class rosters to instructional resource providers using open data standards (annual hosting fees apply if hosted by ClassLink) 		\$0.00	1	\$0.00
ClassLink-LaunchPad Includes	<ul style="list-style-type: none"> LaunchPad SSO access to instructional & internal resources LaunchPad SSO to drives including Google/Dropbox/OneDrive LaunchPad SSO access to Active Directory mapped folders Microsoft Office Online integration Sign in with AD/LDAP/Azure/Google/SAML/QuickCard/Faces Library of 6,000+ LaunchPad SSO & unlimited custom LaunchPad Active Directory web-based password reset Custom iOS and Android apps Parent Portal ClassLink Analytics (web access, iOS and Android apps) 		\$0.00	1	\$0.00
	<ul style="list-style-type: none"> Real-time data from all your digital resources 				

Quote valid for 30 days

By accepting the multi-year discount ClassLink requires that the district make an annual payment based on the school budget cycle for all years listed on this quote. Proposal supersedes all other proposals. Fax purchase order to 973-546-5981 or email accounting@classlink.com

ClassLink-Analytics Includes:	<ul style="list-style-type: none"> ■ Ability to view reports by building, grade level and individual ■ Ability to identify underutilized apps to inform decisions ■ Ability to discover trends between patterns of usage and learning outcomes ■ Ability to see ROI on all rostered apps ■ Ability to set district goal usage 		\$0.00	1	\$0.00
ClassLink-OneSync Includes:	<ul style="list-style-type: none"> • Provisioning of users to AD, O365/Azure and Google • De-Provisioning of users • Correlation mode • Ease of use, automation, alerts, logs, thresholds 		\$0.00	1	\$0.00
ClassLink Implementation Includes PD Services			\$0.00	1	\$0.00

Year 1 Total Price \$201,119.00

Year 1 Grand Total \$201,119.00

Please reference ESC Region 11 Awarded RFP#2019-10-2024 Single Sign On and Provisioning as a Service contract terms April 22, 2019 to August 31, 2020 with option of four (4) one-year renewal terms until August 31, 2024.

Year 2 ClassLink Renewal- The renewal cost for Year 2 for annual user subscriptions and Roster Server hosting will be \$201,119.00

Year 3 ClassLink Renewal- The renewal cost for Year 3 for annual user subscriptions and Roster Server hosting will be \$201,119.00



Preparing today's learners for tomorrow's opportunities

Clyde W. Steelman, Jr., Ed.D.
Executive Director

To: ClassLink

Attn: Emily Cain

Subject: RFP #2019-10-2024 Single Sign On and Provisioning As A Service

Hello,

I am pleased to announce that on April 22, 2019, Education Service Center Region 11 Board of Directors awarded RFP #2019-10-2024 Single Sign On and Provisioning As A Service to ClassLink.

The term of the contract is from April 22, 2019 to August 31, 2020 with the option of four (4) one-year renewal terms until August 31, 2024.

An award does not constitute a contract. Only a Purchase Order issued from ESC Region 11 is considered a sole and complete contract between the vendor and ESC Region 11 for its goods and services.

Someone from Region 11 may contact you if they choose to proceed with a Purchase Order.

Sincerely,

Cynthia Daniels

Cynthia Daniels

Purchasing Accountant

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE PURCHASE OF CONSUMABLE MATHEMATICS BOOKS IN GRADES K-5 AS PART OF A CONTINUATION OF PROCLAMATION 2014

BACKGROUND:

In accordance with Texas Education Agency Proclamation 2014, this is a continuation of the state adoption process for the sixth consecutive year to approve the purchase of consumable mathematics instructional materials for grades K-5, ORIGO Math – *Stepping Stones Journals and Practice Books* for all elementary schools.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Consumable Math Books in Grades K-5 as Part of a Continuation of Proclamation 2014
2. Decline to Approve Purchase of Consumable Math Books in Grades K-5 as Part of a Continuation of Proclamation 2014
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Consumable Math Books in Grades K-5 as Part of a Continuation of Proclamation 2014

FUNDING SOURCE

Additional Details

Special Revenue

410-11-6399-001-XXX-11-458-000000-12245

COST:

\$921,442.50

VENDOR:

ORIGO Education

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 15-129-A

Number of Bids/Proposals received: 218

HUB Firms: 21

Compliant Bids: 207

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

All Elementary Schools

RATIONALE:

Purchase of consumable items ensure students in grades K-5 have equitable access to instructional materials as outlined in the district's curriculum for mathematics.

INFORMATION SOURCE:

Jerry Moore



4333 Green Ash Drive
 Earth City, MO 63045
 Phone (888) 674-4601
 Fax (888) 674-4604

Created Date 4/29/2020
 Expiration Date 8/1/2020
 Quote Number 00013763

Prepared By Sandy Szako
 Email s_szako@origomath.com

Bill To Name FORT WORTH ISD
 Bill To 100 N. University Dr/nSuite SW204
 Fort Worth, TX 76107
 United States

Ship To Name FORT WORTH ISD
 Ship To 100 North University
 Fort Worth, TX 76107
 United States

Product Code	Product	Quantity	Sales Price	Total Price
SSP 325 2TX	TX ORIGO Stepping Stones Practice Book Grade 1	7,500.00	\$10.95	\$82,125.00
SSP 332 2TX	TX ORIGO Stepping Stones Practice Book Grade 2	7,500.00	\$10.95	\$82,125.00
SSP 349 2TX	TX ORIGO Stepping Stones Practice Book Grade 3	7,500.00	\$10.95	\$82,125.00
SSP 356 2TX	TX ORIGO Stepping Stones Practice Book Grade 4	7,500.00	\$10.95	\$82,125.00
SSP 363 2TX	TX ORIGO Stepping Stones Practice Book Grade 5	7,500.00	\$10.95	\$82,125.00
SSJ 219 2TX	TX ORIGO Stepping Stones Student Journal Grade 1	7,500.00	\$10.95	\$82,125.00
SSJ 226 2TX	TX ORIGO Stepping Stones Student Journal Grade 2	7,500.00	\$10.95	\$82,125.00
SSJ 233 2TX	TX ORIGO Stepping Stones Student Journal Grade 3	7,500.00	\$10.95	\$82,125.00
SSJ 240 2TX	TX ORIGO Stepping Stones Student Journal Grade 4	7,500.00	\$10.95	\$82,125.00
SSJ 257 2TX	TX ORIGO Stepping Stones Student Journal Grade 5	7,500.00	\$10.95	\$82,125.00
SSJ 202 2TX	TX ORIGO Stepping Stones Student Journal Grade K	7,500.00	\$10.95	\$82,125.00
SPP 479 2TX	TX Spanish Stepping Stones Practice Book Grade 1	150.00	\$10.95	\$1,642.50
SPP 523 2TX	TX Spanish Stepping Stones Practice Book Grade 2	150.00	\$10.95	\$1,642.50
SPP 530 2TX	TX Spanish Stepping Stones Practice Book Grade 3	150.00	\$10.95	\$1,642.50
SPP 547 2TX	TX Spanish Stepping Stones Practice Book Grade 4	150.00	\$10.95	\$1,642.50
SPP 554 2TX	TX Spanish Stepping Stones Practice Book Grade 5	150.00	\$10.95	\$1,642.50
SPJ 417 2TX	TX Spanish Stepping Stones Student Journal Grade 1	150.00	\$10.95	\$1,642.50
SPJ 424 2TX	TX Spanish Stepping Stones Student Journal Grade 2	150.00	\$10.95	\$1,642.50
SPJ 431 2TX	TX Spanish Stepping Stones Student Journal Grade 3	150.00	\$10.95	\$1,642.50
SPJ 448 2TX	TX Spanish Stepping Stones Student Journal Grade 4	150.00	\$10.95	\$1,642.50
SPJ 455 2TX	TX Spanish Stepping Stones Student Journal Grade 5	150.00	\$10.95	\$1,642.50
SPJ 400 2TX	TX Spanish Stepping Stones Student Journal Grade K	150.00	\$10.95	\$1,642.50

Total Price \$921,442.50
 Shipping and Handling \$0.00
 Grand Total \$921,442.50
 Note: Excludes taxes where applicable



Signature _____

Name _____

Title _____

Date _____

**CONSENT AGENDA ITEM
BOARD MEETING
MAY 26, 2020**

**TOPIC: APPROVE THE QUARTERLY INVESTMENT REPORT FOR THE PERIOD:
JANUARY 1, 2020 – MARCH 31, 2020**

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA (LEGAL). The report for the period January 1, 2020 – March 31, 2020, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period January 1, 2020 – March 31, 2020, totaled \$3,112,310.20. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Quarterly Investment Report for the Period: January 1, 2020 – March 31, 2020
2. Decline to Approve Quarterly Investment Report for the Period: January 1, 2020 – March 31, 2020
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Quarterly Investment Report for the Period: January 1, 2020 – March 31, 2020

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

None

RATIONALE:

Review and approval of the District's Quarterly Investment Report is required pursuant to Policy CDA (LEGAL).

INFORMATION SOURCE:

Michael Ball

Fort Worth Independent School District

Quarterly Investment Report January 1, 2020 – March 31, 2020



Published: April 30, 2020

Mr. Michael Ball, CPA
Chief Financial Officer

Mr. David Johnson, CPA
Senior Officer, Budget & Finance

Ms. Gloria Bey, CPA
Controller

Ms. Tonya D. Wright
Treasurer



Fort Worth
INDEPENDENT SCHOOL DISTRICT



FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
01/01/2020 - 03/31/2020

Investment Officer's Certification

This report is prepared for the Fort Worth Independent School District (the "District") in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the District's Investment Officers and includes the disclosures required in the PFIA. Market prices were obtained from the Custodial Bank, JP Morgan Chase.


The investment portfolio complied with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the following portfolio during the period were made on behalf of the District and were in full compliance with PFIA and the District's approved Investment Policy.

Total Rate of Return: 1.12%
 Interest Earned During the Period: \$3,112,310
 Interest Earned Fiscal Year to Date: \$8,545,708

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
CIP-2007 Bond Fund	753.53	753.53	753.53	0.00	1.47	1
CIP-2013 BOND	16,167,542.44	16,167,542.44	16,167,542.44	2.30	1.35	1
CIP-2017 BOND FUND	253,867,016.07	253,867,016.07	253,867,016.07	36.19	1.43	1
Food Service Fund	53,170.09	53,170.09	53,170.09	0.01	1.47	1
General Operating Fund	355,508,752.83	355,489,497.18	355,563,870.88	50.69	1.38	14
Interest & Sinking Debt Service Fund	42,425,062.76	42,420,412.76	42,438,373.08	6.05	1.14	12
Internal Finance Fund	4,989,148.52	4,989,148.52	4,989,148.52	0.71	1.47	1
Scholarships	1,029,707.83	1,051,915.15	1,050,941.94	0.15	1.91	11
TRE FUND	27,354,351.11	27,354,351.11	27,354,351.11	3.90	1.43	1
Total / Average	701,395,505.18	701,393,806.85	701,485,167.66	100.00	1.39	8


 Mr. Michael Ball, Chief Financial Officer

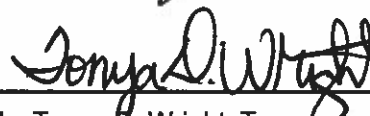
5/7/2020
 Date


 Mr. David Johnson, Senior Officer

5/7/2020
 Date


 Ms. Gloria Bey, Controller

5/7/2020
 Date


 Ms. Tonya B. Wright, Treasurer

5/7/2020
 Date



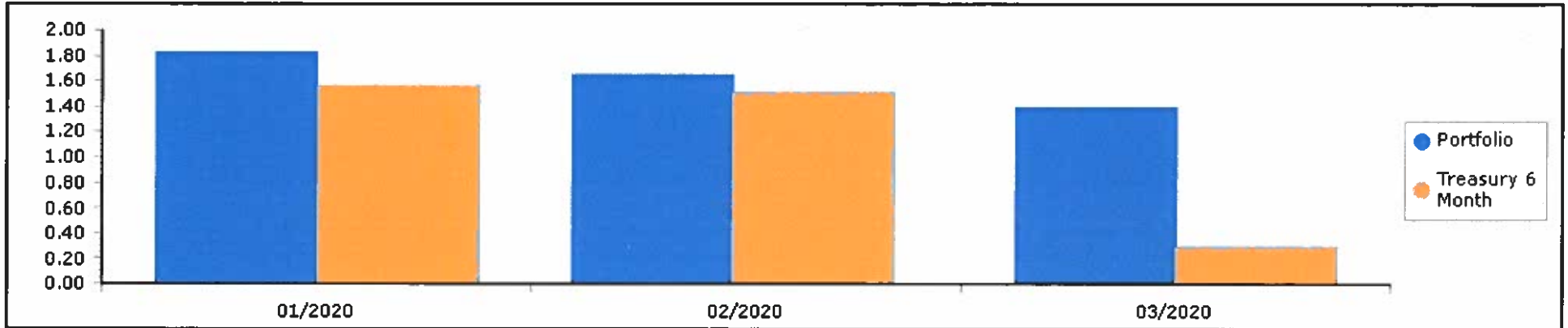
Fort Worth Independent School District Total Rate of Return - Book Value by Month

All Portfolios

Begin Date: 1/31/2020, End Date: 3/31/2020

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
1/31/2020	679,602,724.48	1,112,313.88	0.00	1,112,313.88	734,015,820.02	0.15	1.83	1.56
2/29/2020	781,602,690.10	1,128,167.41	0.00	1,128,167.41	827,425,427.16	0.14	1.65	1.51
3/31/2020	763,387,960.69	871,828.91	0.00	871,828.91	750,417,445.73	0.12	1.40	0.30
Total/Average	679,602,724.48	3,112,310.20	0.00	3,112,310.20	768,398,263.10	0.41	1.63	1.12

Annualized TRR-BV



Total Rate of Return: US Treasury 1 Year: 1.09



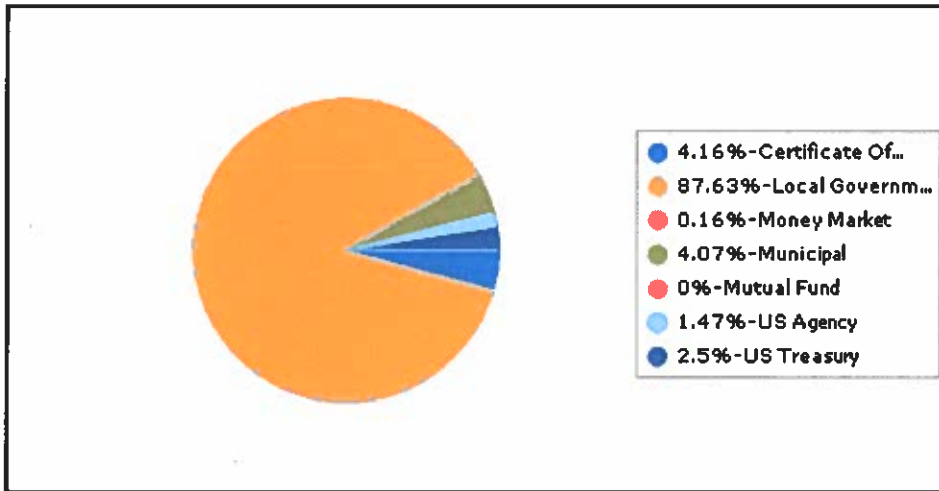
Fort Worth Independent School District Distribution by Security Sector - Book Value

All Portfolios

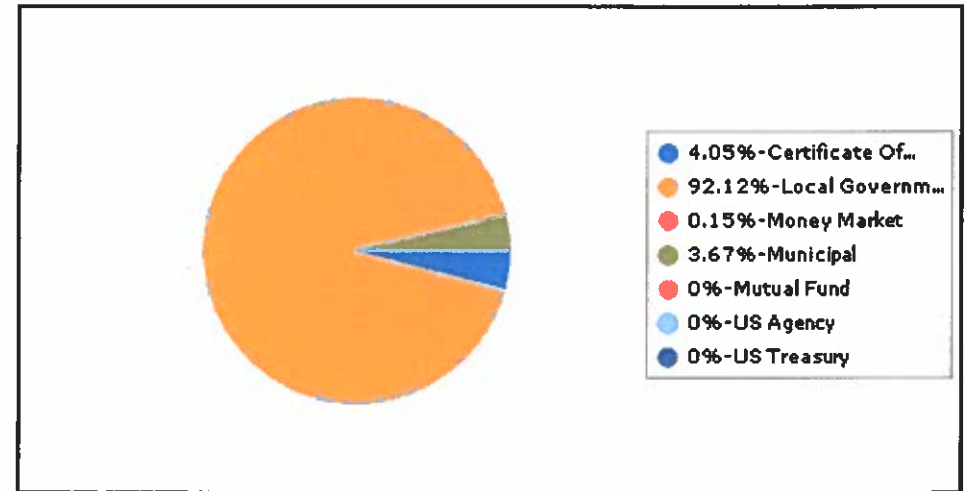
Begin Date: 12/31/2019, End Date: 3/31/2020

Security Sector Allocation				
Security Sector	Book Value 12/31/2019	% of Portfolio 12/31/2019	Book Value 3/31/2020	% of Portfolio 3/31/2020
Certificate Of Deposit	28,268,285.37	4.16	28,423,769.06	4.05
Local Government Investment Pool	595,064,494.68	87.63	646,203,917.97	92.12
Money Market	1,057,089.72	0.16	1,060,606.26	0.15
Municipal	27,639,875.22	4.07	25,773,428.37	3.67
Mutual Fund	23,446.00	0.00	23,446.00	0.00
US Agency	10,000,000.00	1.47	0.00	0.00
US Treasury	16,985,814.73	2.50	0.00	0.00
Total / Average	679,039,005.72	100.00	701,485,167.66	100.00

Portfolio Holdings as of 12/31/2019



Portfolio Holdings as of 3/31/2020

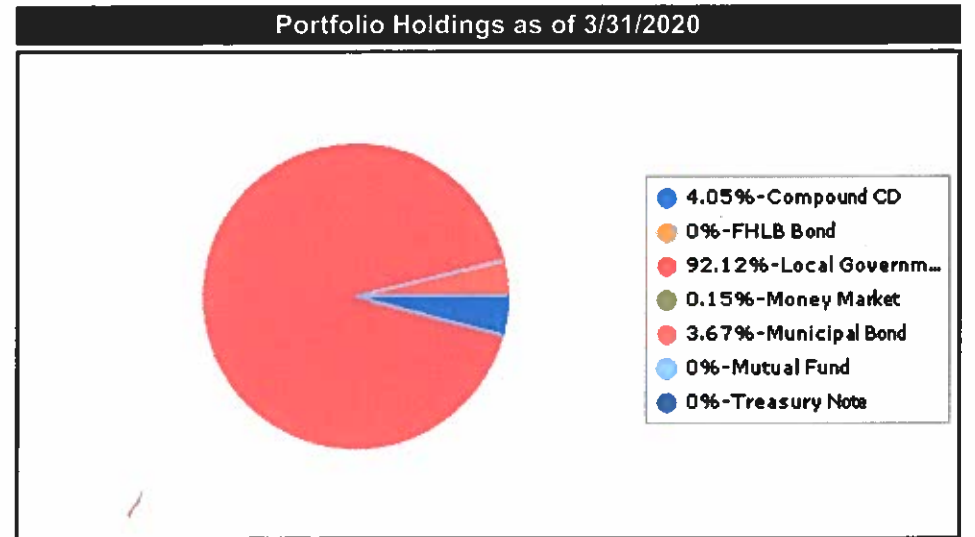
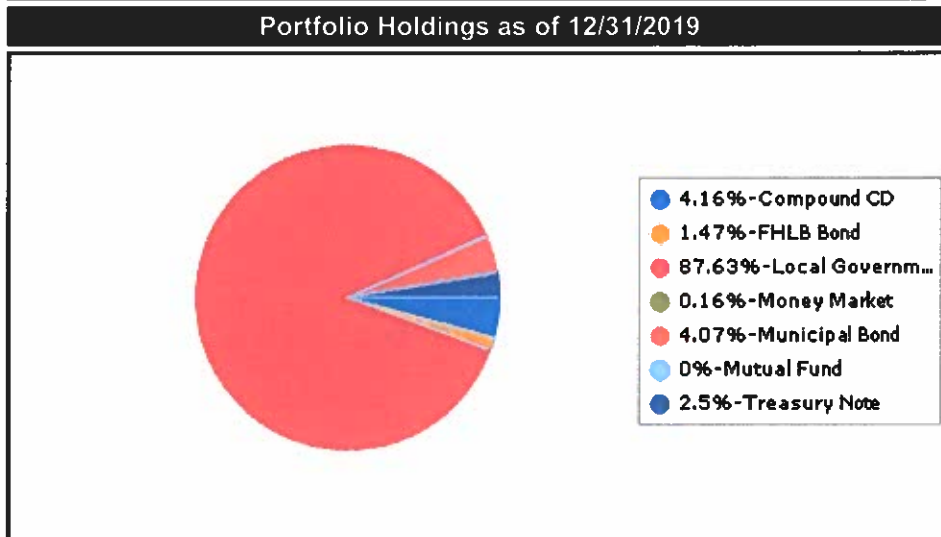




Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

Begin Date: 12/31/2019, End Date: 3/31/2020

Security Type Allocation				
Security Type	Book Value 12/31/2019	% of Portfolio 12/31/2019	Book Value 3/31/2020	% of Portfolio 3/31/2020
Compound CD	28,268,285.37	4.16	28,423,769.06	4.05
FHLB Bond	10,000,000.00	1.47	0.00	0.00
Local Government Investment Pool	595,064,494.68	87.63	646,203,917.97	92.12
Money Market	1,057,089.72	0.16	1,060,606.26	0.15
Municipal Bond	27,639,875.22	4.07	25,773,428.37	3.67
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Treasury Note	16,985,814.73	2.50	0.00	0.00
Total / Average	679,039,005.72	100.00	701,485,167.66	100.00

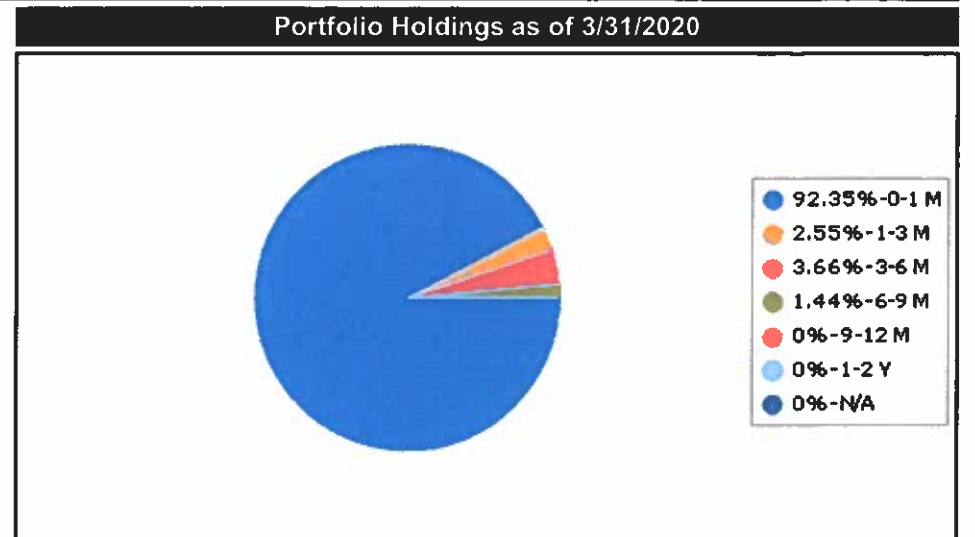
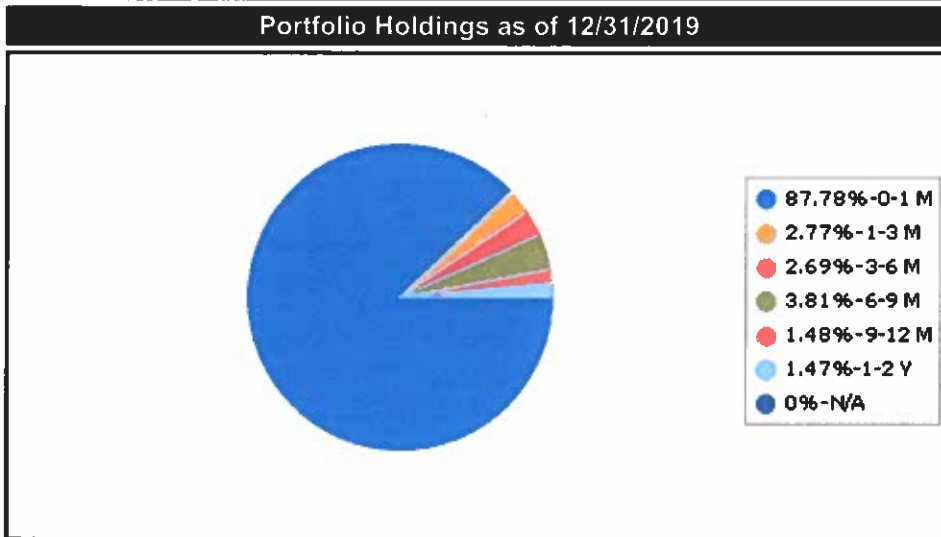




Fort Worth Independent School District Distribution by Maturity Range - Market Value All Portfolios

Begin Date: 12/31/2019, End Date: 3/31/2020

Maturity Range Allocation				
Maturity Range	Market Value 12/31/2019	% of Portfolio 12/31/2019	Market Value 3/31/2020	% of Portfolio 3/31/2020
0-1 Month	596,121,584.40	87.78	647,736,133.69	92.35
1-3 Months	18,797,205.20	2.77	17,876,424.30	2.55
3-6 Months	18,237,664.18	2.69	25,681,094.35	3.66
6-9 Months	25,870,026.10	3.81	10,075,735.30	1.44
9-12 Months	10,030,621.19	1.48	0.00	0.00
1-2 Years	10,001,342.00	1.47	0.00	0.00
N/A	24,220.16	0.00	24,419.21	0.00
Total / Average	679,082,663.23	100.00	701,393,806.85	100.00





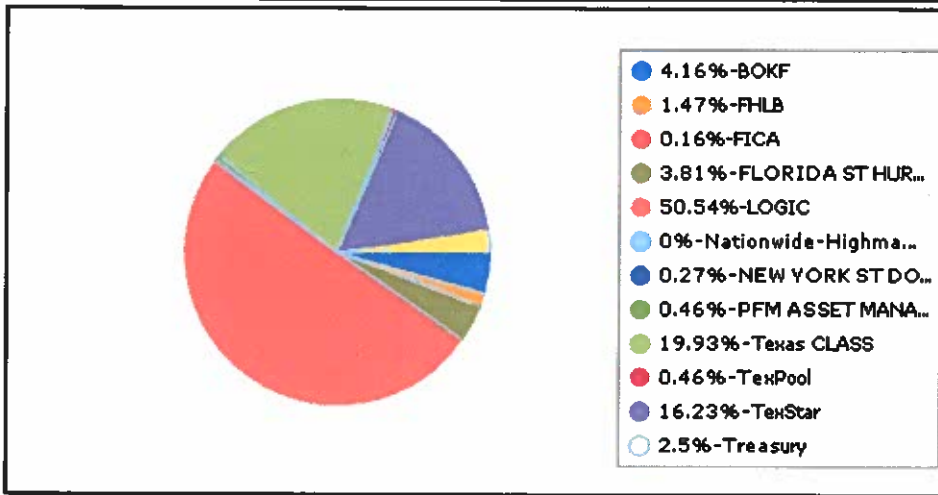
Fort Worth Independent School District Distribution by Issuer - Market Value

All Portfolios

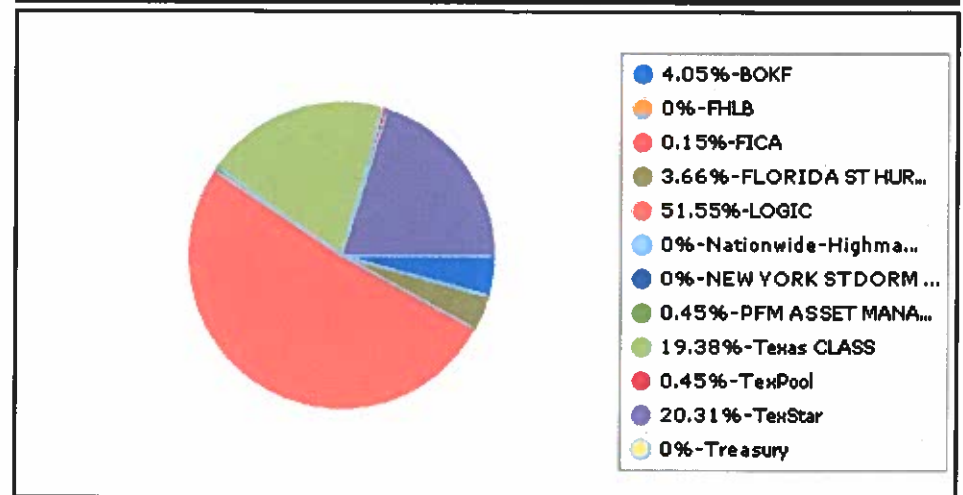
Begin Date: 12/31/2019, End Date: 3/31/2020

Issuer Allocation				
Issuer	Market Value 12/31/2019	% of Portfolio 12/31/2019	Market Value 3/31/2020	% of Portfolio 3/31/2020
BOKF	28,268,285.37	4.16	28,423,769.06	4.05
FHLB	10,001,342.00	1.47	0.00	0.00
FICA	1,057,089.72	0.16	1,060,606.26	0.15
FLORIDA ST HURRICANE	25,870,026.10	3.81	25,681,094.35	3.66
LOGIC	343,239,518.17	50.54	361,550,727.89	51.55
Nationwide-Highmark Bond	24,220.16	0.00	24,419.21	0.00
NEW YORK ST DORM AUTHORITY	1,800,918.00	0.27	0.00	0.00
PFM ASSET MANAGEMENT	3,135,528.95	0.46	3,146,934.34	0.45
Texas CLASS	135,358,750.62	19.93	135,930,363.91	19.38
TexPool	3,124,366.29	0.46	3,135,215.67	0.45
TexStar	110,206,330.65	16.23	142,440,676.16	20.31
Treasury	16,996,287.20	2.50	0.00	0.00
Total / Average	679,082,663.23	100.00	701,393,806.85	100.00

Portfolio Holdings as of 12/31/2019



Portfolio Holdings as of 3/31/2020



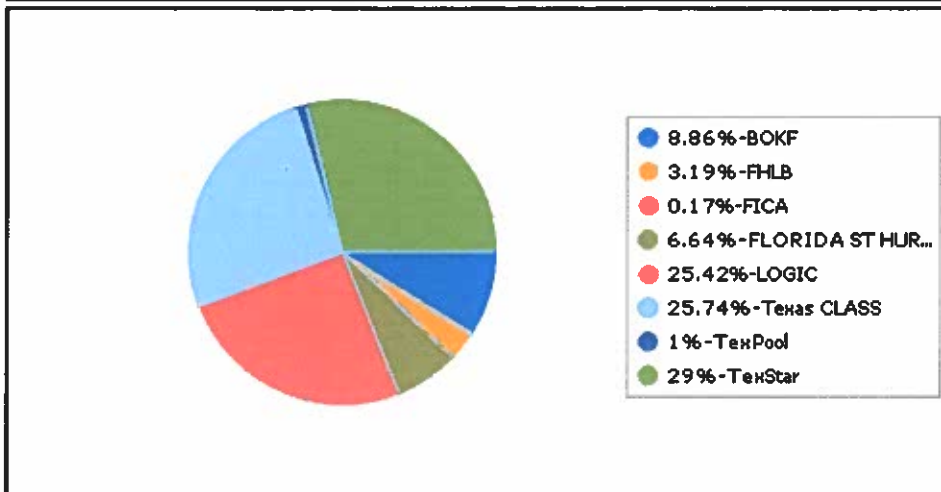


Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

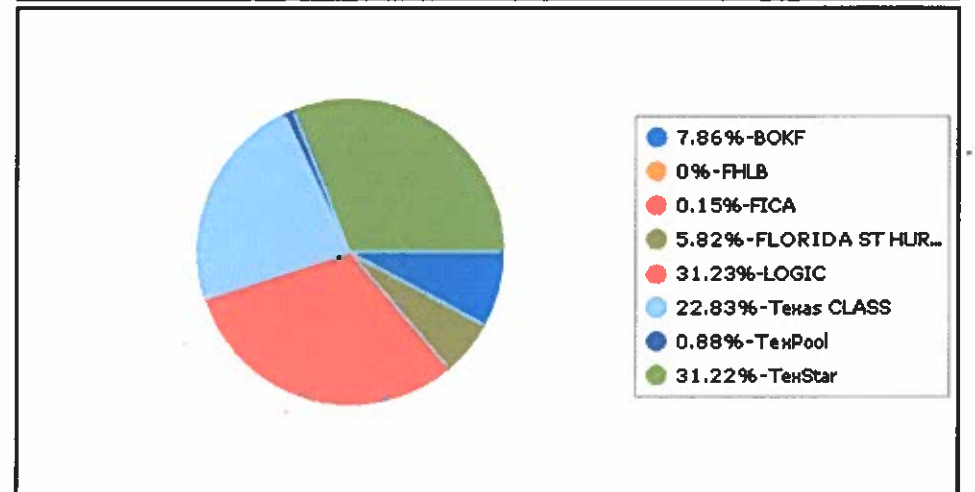
Begin Date: 12/31/2019, End Date: 3/31/2020

Issuer Allocation				
Issuer	Market Value 12/31/2019	% of Portfolio 12/31/2019	Market Value 3/31/2020	% of Portfolio 3/31/2020
BOKF	27,799,518.50	8.86	27,952,159.60	7.86
FHLB	10,001,342.00	3.19	0.00	0.00
FICA	526,846.32	0.17	528,598.94	0.15
FLORIDA ST HURRICANE	20,837,926.10	6.64	20,685,744.35	5.82
LOGIC	79,795,344.19	25.42	111,029,323.32	31.23
Texas CLASS	80,816,804.45	25.74	81,158,516.15	22.83
TexPool	3,124,366.29	1.00	3,135,215.67	0.88
TexStar	91,030,599.78	29.00	110,999,939.15	31.22
Total / Average	313,932,747.63	100.00	355,489,497.18	100.00

Portfolio Holdings as of 12/31/2019



Portfolio Holdings as of 3/31/2020



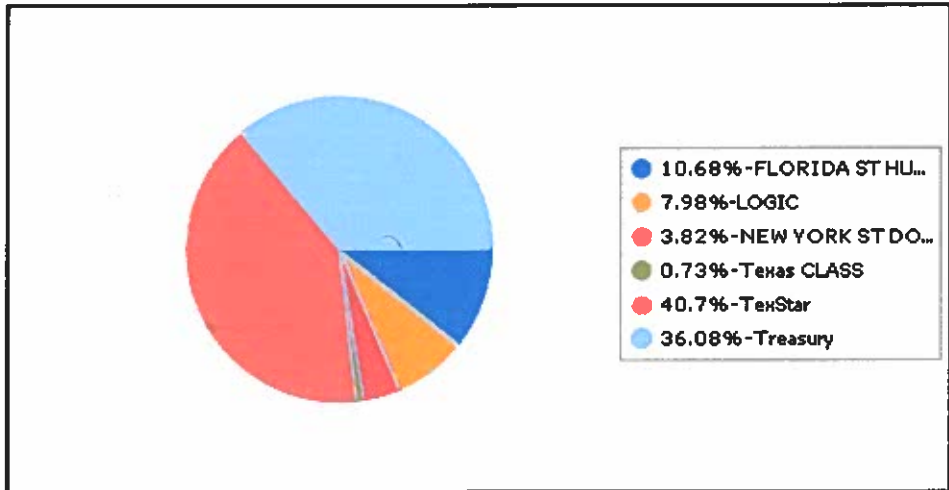


Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking | Debt Service Fund

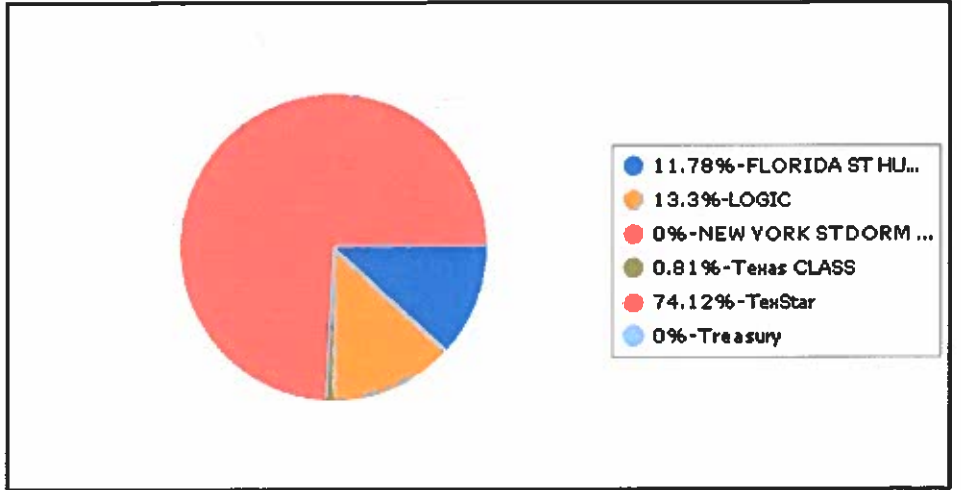
Begin Date: 12/31/2019, End Date: 3/31/2020

Issuer Allocation				
Issuer	Market Value 12/31/2019	% of Portfolio 12/31/2019	Market Value 3/31/2020	% of Portfolio 3/31/2020
FLORIDA ST HURRICANE	5,032,100.00	10.68	4,995,350.00	11.78
LOGIC	3,761,512.14	7.98	5,640,158.07	13.30
NEW YORK ST DORM AUTHORITY	1,800,918.00	3.82	0.00	0.00
Texas CLASS	342,718.55	0.73	344,167.68	0.81
TexStar	19,175,730.87	40.70	31,440,737.01	74.12
Treasury	16,996,287.20	36.08	0.00	0.00
Total / Average	47,109,266.76	100.00	42,420,412.76	100.00

Portfolio Holdings as of 12/31/2019



Portfolio Holdings as of 3/31/2020



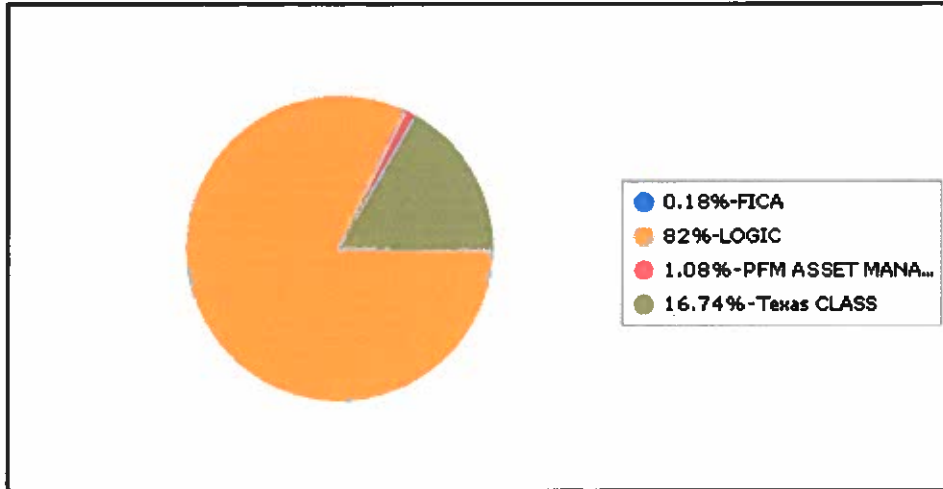


Fort Worth Independent School District Distribution by Issuer - Market Value REPORT GROUP: BOND FUND

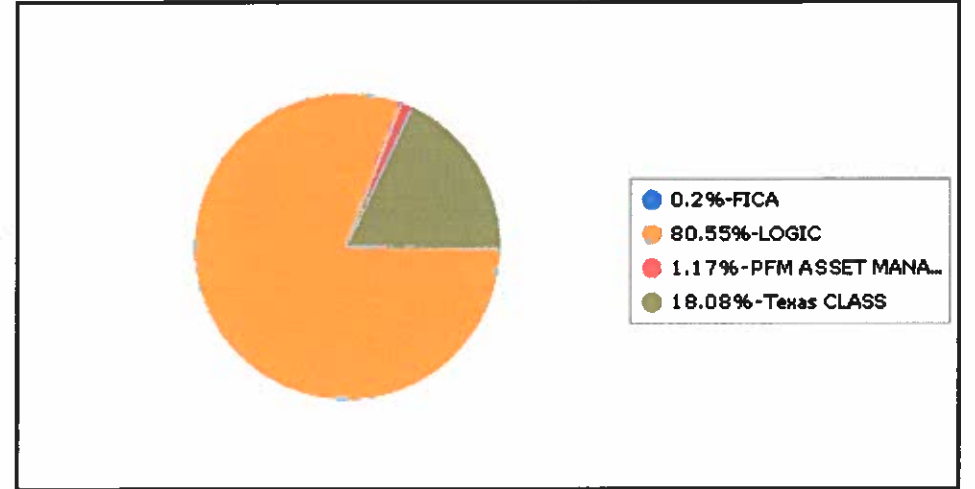
Begin Date: 12/31/2019, End Date: 3/31/2020

Issuer Allocation				
Issuer	Market Value 12/31/2019	% of Portfolio 12/31/2019	Market Value 3/31/2020	% of Portfolio 3/31/2020
FICA	530,243.40	0.18	532,007.32	0.20
LOGIC	238,157,772.17	82.00	217,526,895.39	80.55
PFM ASSET MANAGEMENT	3,135,528.95	1.08	3,146,934.34	1.17
Texas CLASS	48,624,623.41	16.74	48,829,474.99	18.08
Total / Average	290,448,167.93	100.00	270,035,312.04	100.00

Portfolio Holdings as of 12/31/2019



Portfolio Holdings as of 3/31/2020





Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 3/31/2020

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
CIP-2007 Bond Fund								
Texas CLASS LGIP		5/31/2010	753.53	100.00	753.53	0%	S&P-AA+	1
TXCLASS0004	753.53	1.47	753.53	1.47		0.00	NR	0
			753.53		753.53	0%		1
Sub Total CIP-2007 Bond Fund	753.53	1.47	753.53	1.47		0.00		0
CIP-2013 BOND								
FICA MM		9/10/2015	532,007.32	100.00	532,007.32	0.08%	NR	1
FICA9057CIP2013	532,007.32	0.92	532,007.32	0.92		0.00	NR	0
LOGIC LGIP		9/18/2014	6,283,138.88	100.00	6,283,138.88	0.9%	NR	1
LOGIC13002	6,283,138.88	1.43	6,283,138.88	1.43		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		10/20/2016	3,146,934.34	100.00	3,146,934.34	0.45%	NR	1
PFM-1265-01	3,146,934.34	1.20	3,146,934.34	1.20		0.00	NR	0
Texas CLASS LGIP		4/14/2014	5,147,320.50	100.00	5,147,320.50	0.73%	S&P-AA+	1
TXCLASS0007	5,147,320.50	1.47	5,147,320.50	1.47		0.00	NR	0
Texas CLASS LGIP		12/1/2016	1,058,141.40	100.00	1,058,141.40	0.15%	NR	1
TXCLASS4001	1,058,141.40	1.04	1,058,141.40	1.04		0.00	NR	0
			16,167,542.44		16,167,542.44	2.31%		1
Sub Total CIP-2013 BOND	16,167,542.44	1.35	16,167,542.44	1.35		0.00		0
CIP-2017 BOND FUND								
LOGIC LGIP		5/2/2018	211,243,756.51	100.00	211,243,756.51	30.11%	NR	1
LOGIC13006	211,243,756.51	1.43	211,243,756.51	1.43		0.00	NR	0
Texas CLASS LGIP		5/4/2018	42,623,259.56	100.00	42,623,259.56	6.08%	NR	1
TXCLASS0009	42,623,259.56	1.47	42,623,259.56	1.47		0.00	NR	0
			253,867,016.07		253,867,016.07	36.19%		1
Sub Total CIP-2017 BOND FUND	253,867,016.07	1.43	253,867,016.07	1.43		0.00		0
Food Service Fund								



Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 3/31/2020

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Texas CLASS LGIP TXCLASS0002	53,170.09	2/14/2012 1.47	53,170.09	100.00 1.47	53,170.09	0.01% 0.00	S&P-AA+ NR	1 0
Sub Total Food Service Fund	53,170.09	1.47	53,170.09	1.47	53,170.09	0.01% 0.00		1 0
General Operating Fund								
BOKF 1.8 10/29/2020 CDARS83893	10,075,735.30	10/30/2019 1.80	10,075,735.30	100.00 1.80	10,075,735.30 0.00	1.44% 0.00	NR NR	212 0.58
BOKF 2.42 5/14/2020 CDARS7908	17,876,424.30	5/16/2019 2.42	17,876,424.30	100.00 2.42	17,876,424.30 0.00	2.55% 0.00	None None	44 0.12
FICA MM FICA9057-GO	528,598.94	2/8/2016 0.92	528,598.94	100.00 0.92	528,598.94	0.08% 0.00	NR NR	1 0
FLORIDA ST HURRICANE 2.995 7/1/2020 34074GDH4	20,705,000.00	8/26/2019 1.92	20,890,723.85 20,760,118.05	99.91 3.35	20,685,744.35 155,028.69	2.96% -74,373.70	S&P-AA+ Moody's-Aa3	92 0.25
LOGIC LGIP LOGIC13001	111,029,323.32	9/25/2014 1.43	111,029,323.32	100.00 1.43	111,029,323.32	15.83% 0.00	NR NR	1 0
Texas CLASS LGIP TXCLASS0001	81,158,516.15	5/31/2010 1.47	81,158,516.15	100.00 1.47	81,158,516.15	11.57% 0.00	S&P-AA+ NR	1 0
TexPool LGIP TEXPOOL00001	3,135,215.67	6/30/2010 1.00	3,135,215.67	100.00 1.00	3,135,215.67	0.45% 0.00	S&P-AA+ NR	1 0
TexStar LGIP TEXSTAR11110	110,999,939.15	5/31/2010 0.96	110,999,939.15	100.00 0.96	110,999,939.15	15.82% 0.00	S&P-AA+ NR	1 0
Sub Total General Operating Fund	355,508,752.83	1.37	355,563,870.88	1.46	355,489,497.18 155,028.69	50.7% -74,373.70		14 0.04
Interest & Sinking Debt Service Fund								
FLORIDA ST HURRICANE 2.995 7/1/2020 34074GDH4	5,000,000.00	8/26/2019 1.92	5,044,850.00 5,013,310.32	99.91 3.35	4,995,350.00 37,437.50	0.71% -17,960.32	S&P-AA+ Moody's-Aa3	92 0.25



Fort Worth Independent School District Portfolio Holdings by Portfolio Name All Portfolios

Date: 3/31/2020

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
LOGIC LGIP		12/2/2014	5,640,158.07	100.00	5,640,158.07	0.8%	NR	1
LOGIC13003	5,640,158.07	1.43	5,640,158.07	1.43		0.00	NR	0
Texas CLASS LGIP		5/31/2010	344,167.68	100.00	344,167.68	0.05%	S&P-AA+	1
TXCLASS0003	344,167.68	1.47	344,167.68	1.47		0.00	NR	0
TexStar LGIP		5/31/2010	31,440,737.01	100.00	31,440,737.01	4.48%	S&P-AA+	1
TEXSTAR33330	31,440,737.01	0.96	31,440,737.01	0.96		0.00	NR	0
Sub Total Interest & Sinking Debt Service Fund	42,425,062.76	1.14	42,469,912.76 42,438,373.08	1.31	42,420,412.76 37,437.50	6.04% -17,960.32		12 0.03
Internal Finance Fund								
Texas CLASS LGIP		5/31/2010	4,989,148.52	100.00	4,989,148.52	0.71%	S&P-AA+	1
TXCLASS0005	4,989,148.52	1.47	4,989,148.52	1.47		0.00	NR	0
			4,989,148.52		4,989,148.52	0.71%		1
Sub Total Internal Finance Fund	4,989,148.52	1.47	4,989,148.52	1.47		0.00		0
Scholarships								
BOKF 2.425 4/23/2020		4/26/2018	471,609.46	100.00	471,609.46	0.07%	NR	23
CDARS9135	471,609.46	2.43	471,609.46	2.43	0.00	0.00	NR	0.06
Nationwide-Highmark Bond		4/19/2002	23,446.00	11.04	24,419.21	0%	NR	
HIGHMARK857	2,211.89		23,446.00			973.21	NR	
Texas CLASS LGIP		4/24/2014	555,886.48	100.00	555,886.48	0.08%	S&P-AA+	1
TXCLASS0008	555,886.48	1.47	555,886.48	1.47		0.00	NR	0
			1,050,941.94		1,051,915.15	0.15%		11
Sub Total Scholarships	1,029,707.83	1.91	1,050,941.94	1.91	0.00	973.21		0.03
TRE FUND								
LOGIC LGIP		3/8/2018	27,354,351.11	100.00	27,354,351.11	3.9%	NR	1
LOGIC13005	27,354,351.11	1.43	27,354,351.11	1.43		0.00	NR	0
			27,354,351.11		27,354,351.11	3.9%		1
Sub Total TRE FUND	27,354,351.11	1.43	27,354,351.11	1.43		0.00		0



**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 3/31/2020

Description	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
			701,647,313.14		701,393,806.85	100.00%		8
TOTAL PORTFOLIO	701,395,505.18	1.38	701,485,167.66	1.44	192,466.19	-91,360.81		0.02

**CONSENT AGENDA ITEM
BOARD MEETING
MAY 26, 2020**

TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED APRIL 30, 2020

BACKGROUND:

The 2019-2020 Consolidated General Fund Budget was initially adopted on June 25, 2019 and last amended through the period ended March 31, 2020. During the month of April 2020, requests were made by campuses and departments to transfer funds between functions for the Consolidated General Operating Fund, as reflected on the spreadsheet provided. All requests are necessary in the normal course of District operations.

Once amendment has Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the Period Ended April 30, 2020
2. Decline to Approve Budget Amendment for the Period Ended April 30, 2020
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the Period Ended April 30, 2020

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

Not applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Campuses and Departments as necessary

RATIONALE:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision comply with legal requirements.

INFORMATION SOURCE:

Michael Ball

**Consolidated General Fund
Budget Amendments 2019-2020
For The Period Ended April 30, 2020**

	Consolidated General Fund 2019-2020 Amended Budget 3/31/20	Adjustments	Consolidated General Fund 2019-2020 Amended Budget 4/30/2020
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	\$386,356,807	\$0	\$386,356,807
5800 State Revenue	395,378,408	\$0	395,378,408
5900 Federal Revenue	12,325,000	\$0	12,325,000
7900 Other Sources	3,500,000	\$0	3,500,000
Total Revenue & Other Sources	\$797,560,215	\$0	\$797,560,215
<u>EXPENDITURES</u>			
11 Instruction	\$489,480,698	(\$3,838,384)	\$485,642,314
12 Instruction Resources and Media Services	\$11,980,877	(\$30,000)	\$11,950,877
13 Curriculum and Instructional Staff Development	\$12,282,945	\$0	\$12,282,945
21 Instructional Administration	\$16,059,075	(\$380,613)	\$15,678,462
23 School Administration	\$50,945,330	\$0	\$50,945,330
31 Guidance and Counseling Services	\$50,689,661	\$0	\$50,689,661
32 Social Work Services	\$6,928,338	\$0	\$6,928,338
33 Health Services	\$10,570,652	\$0	\$10,570,652
34 Student Transportation	\$21,311,871	(\$339,109)	\$20,972,762
35 Food Services	\$295,822	\$0	\$295,822
36 Cocurricular/Extracurricular Activities	\$15,399,085	\$0	\$15,399,085
41 General Administration	\$20,742,403	\$80,000	\$20,822,403
51 Plant Maintenance and Operations	\$83,866,304	\$238,082	\$84,104,386
52 Security and Monitoring Services	\$12,446,880	\$0	\$12,446,880
53 Data Processing Services	\$16,821,080	\$759,088	\$17,580,168
61 Community Services	\$6,121,904	\$0	\$6,121,904
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$16,690,683	\$3,510,936	\$20,201,619
95 Payments to Juvenile Justice Alt Ed Program	\$169,692	\$0	\$169,692
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,721,405	\$0	\$2,721,405
Total Budgeted Expenditures	\$845,524,705	\$0	\$845,524,705
Total Deficit	(\$47,964,490)	\$0	(\$47,964,490)
Beginning Fund Balance (Audited)	202,295,371		202,295,371
Fund Balance-Ending (Unaudited)	\$154,330,881		\$154,330,881

	April 30, 2020 Budget Amendment	Increase	Decrease	Net Effect
Object	Revenue			
5700				
5800				
5900		0	0	
	Total	0	0	0
Function	Expenses			
11	199-Transfer to TRE function 81 to fund campus improvement by replacing school running tracks		2,500,000	
	199-Transfer to function 53 to purchase hotspot services for online learning		396,144	
	199-Transfer to function 41 and 53 to purchase malware and fund over-time pay for technology employees for disaster recovery		370,200	
	198-Transfer to function 51 for abatement services at a few campuses		135,060	
	198-Transfer to function 53 for network infrastructure at Overton Park and Teaching and Learning Center		402,381	
	Campus/Dept. normal course of District operations		34,599	
	Overall effect on Function 11	0	3,838,384	(3,838,384)
12	199-Transfer to function 41 for TCG social consultant contractual services		30,000	
	Campus/Dept. normal course of District operations			
	Overall effect on Function 12	0	30,000	(30,000)
21	199-Transfer to TRE function 81 to fund campus improvement by replacing school running tracks		384,845	
	Campus/Dept. normal course of District operations	4,232		
	Overall effect on Function 21	4,232	384,845	(380,613)
34	198-Transfer to function 81 for HVAC unit		339,109	
	Campus/Dept. normal course of District operations			
	Overall effect on Function 34	0	339,109	(339,109)
41	199-Transfer from function 11 to purchase malware for disaster recovery	50,000		
	199-Transfer to function 41 for TCG social consultant contractual services	30,000		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 41	80,000	-	80,000
51	198-transfer from function 11 for abatement services at a few campuses	135,060		
	198-Transfer from function 81 for additional funding to purchase chiller at #059 campus	103,022		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 51	238,082	0	238,082
53	199-Transfer to TRE function 81 to fund campus improvement by replacing school running tracks		384,845	
	199-Transfer from function 11 to purchase hotspot services for online	396,144		
	199-Transfer from function 11 to purchase malware and fund over-time pay for technology employees for disaster recovery	320,200		
	198-Transfer to function 53 for network infrastructure at Overton Park and Teaching and Learning Center	402,381		
	Campus/Dept. normal course of District operations	25,208		
	Overall effect on Function 53	1,143,933	384,845	759,088
81	198-Transfer from General Fund functions 11, 21, and 53 to fund campus improvement by replacing school running tracks	3,269,690		
	198-Transfer from function 34 for HVAC unit	339,109		
	198-Transfer to function 51 for additional funding to purchase chiller at #059 campus		103,022	
	Campus/Dept. normal course of District operations	5,159		
	Overall effect on Function 81	3,613,958	103,022	3,510,936
	Total	5,080,205	5,080,205	0

FORT WORTH INDEPENDENT SCHOOL DISTRICT

SUMMARY OF 2019-2020 BUDGET AMENDMENTS

CONSOLIDATED GENERAL FUND

	ORIGINAL	ADD/ SUBTRACT	7/31/19	ADD/ SUBTRACT	8/31/19	ADD/ SUBTRACT	REVISED 9/30/19	ADD/ SUBTRACT	REVISED 10/31/19	ADD/ SUBTRACT	REVISED 11/30/19
Resources (Inflows):											
5700 Local and Intermediate Sources	\$386,356,807		\$386,356,807		\$386,356,807		\$386,356,807		\$386,356,807		\$386,356,807
5800 State Program Revenues	\$390,581,792	4,796,616	\$395,378,408		\$395,378,408		\$395,378,408		\$395,378,408		\$395,378,408
5900 Federal Program Revenues	\$12,325,000		\$12,325,000		\$12,325,000		\$12,325,000		\$12,325,000		\$12,325,000
7900 Other Financing Sources	\$3,500,000		\$3,500,000		\$3,500,000		\$3,500,000		\$3,500,000		\$3,500,000
Amounts Available for Appropriations	792,763,599	4,796,616	797,560,215		797,560,215		797,560,215		797,560,215		797,560,215
Charges to Appropriations (Outflows)											
11 Instruction	474,885,825	17,882,432	492,768,257		492,768,257	(199,895)	492,568,362	301,302	492,869,664	(1,244,308)	491,625,356
12 Instructional Resources and Media Services	11,487,868	314,784	11,802,652		11,802,652	(7,290)	11,795,362	(19,002)	11,776,360	(5,260)	11,771,100
13 Curriculum Development and Instructional Personnel Development	10,756,296	122,536	10,878,832		10,878,832	96,380	10,975,212	29,861	11,005,073	1,308,125	12,313,198
21 Instructional Administration	15,738,046	220,627	15,958,673		15,958,673	109,494	16,068,167	(86,579)	15,981,588	(53,830)	15,927,758
23 School Administration	50,040,799	825,957	50,866,756		50,866,756	51,620	50,918,376	(1,351)	50,917,025	(397)	50,916,628
31 Guidance and Counseling Services	49,427,721	1,098,406	50,526,127		50,526,127	57,336	50,583,463	1,493	50,584,956	(527)	50,584,429
32 Attendance and Social Work Services	6,829,026	102,152	6,931,178		6,931,178	(60)	6,931,118	500	6,931,618		6,931,618
33 Health Services	10,219,448	327,822	10,547,270		10,547,270		10,547,270	300	10,547,570	250	10,547,820
34 Student (pupil) Transportation	20,397,332	627,594	21,024,926		21,024,926		21,024,926		21,024,926	94,400	21,119,326
35 Food Services	260,367		260,367		260,367	7,500	267,867	(1,268)	266,599	(5,360)	261,239
36 Cocurricular/Extracurricular Activities	15,151,195	112,359	15,263,554		15,263,554	71,900	15,335,454	(1,940)	15,333,514	600	15,334,114
41 General Administration	20,151,126	291,693	20,442,819		20,442,819	324,769	20,767,588	(5,000)	20,762,588		20,762,588
51 Plant Maintenance and Operations	81,473,978	1,553,058	83,027,036		83,027,036	1,753,879	84,780,915	(5,787)	84,775,128	(293)	84,774,835
52 Security and Monitoring Services	12,098,877	272,119	12,370,996		12,370,996	14,900	12,385,896	9,195	12,395,091	1,000	12,396,091
53 Data Processing Services	18,268,418	197,781	18,466,199		18,466,199	(1,487,263)	16,978,936	(177,474)	16,801,462		16,801,462
61 Community Services	6,126,237	57,610	6,183,847		6,183,847	(16,520)	6,167,327	(44,250)	6,123,077		6,123,077
71 Debt Service											
81 Facilities Acquisition & Construction	15,315,524		15,315,524		15,315,524	(776,750)	14,538,774		14,538,774	(94,400)	14,444,374
95 Juvenile Justice Alternative Education	169,692		169,692		169,692		169,692		169,692		169,692
97 Tax Increment Financing											
99 Other Intergovernmental Charges	2,720,000		2,720,000		2,720,000		2,720,000		2,720,000		2,720,000
Total Charges to Appropriations	821,517,775	24,006,930	845,524,705		845,524,705		845,524,705		845,524,705		845,524,705
Net Change in Fund Balance	(28,754,176)	(19,210,314)	(47,964,490)		(47,964,490)		(47,964,490)		(47,964,490)		(47,964,490)
Fund Balance-Beginning (Audited)	202,295,371		202,295,371		202,295,371		202,295,371		202,295,371		202,295,371
Fund Balances-Ending (Unaudited)	\$173,541,195	(\$19,210,314)	\$154,330,881		\$154,330,881		\$154,330,881		\$154,330,881		\$154,330,881



	ADD/ SUBTRACT	REVISED 12/31/19	ADD/ SUBTRACT	REVISED 1/31/20	ADD/ SUBTRACT	REVISED 2/29/20	ADD/ SUBTRACT	REVISED 3/31/20	ADD/ SUBTRACT	REVISED 4/30/20
Resources (Inflows):										
5700 Local and Intermediate Sources		\$386,356,807		\$386,356,807		\$386,356,807		\$386,356,807		\$386,356,807
5800 State Program Revenues		\$395,378,408		\$395,378,408		\$395,378,408		\$395,378,408		\$395,378,408
5900 Federal Program Revenues		\$12,325,000		\$12,325,000		\$12,325,000		\$12,325,000		\$12,325,000
7900 Other Financing Sources		\$3,500,000		\$3,500,000		\$3,500,000		\$3,500,000		\$3,500,000
Amounts Available for Appropriations		797,560,215		797,560,215		797,560,215		797,560,215		797,560,215
Charges to Appropriations (Outflows)										
11 Instruction	(116,813)	491,508,543	(549,783)	490,958,760	(1,288,377)	489,670,383	(189,685)	489,480,698	(3,838,384)	485,642,314
12 Instructional Resources and Media Services	(1,426)	11,769,674	12,737	11,782,411	(1,933)	11,780,478	200,399	11,980,877	(30,000)	11,950,877
13 Curriculum Development and Instructional Personnel Development	(9,018)	12,304,180	49,267	12,353,447	(19,141)	12,334,306	(51,361)	12,282,945	-	12,282,945
21 Instructional Administration	136,922	16,064,680	20,924	16,085,604	(26,529)	16,059,075	-	16,059,075	(380,613)	15,678,462
23 School Administration	48,238	50,964,866	(65,385)	50,899,481	41,972	50,941,453	3,877	50,945,330	-	50,945,330
31 Guidance and Counseling Services	(5,501)	50,578,928	76,904	50,655,832	33,952	50,689,784	(123)	50,689,661	-	50,689,661
32 Attendance and Social Work Services	(2,500)	6,929,118	(780)	6,928,338		6,928,338	-	6,928,338	-	6,928,338
33 Health Services	15,709	10,563,529	8,965	10,572,494		10,572,494	(1,842)	10,570,652	-	10,570,652
34 Student (pupil) Transportation		21,119,326		21,119,326	192,544	21,311,870	1	21,311,871	(339,109)	20,972,762
35 Food Services	6,910	268,149	29,123	297,272	(1,450)	295,822	-	295,822	-	295,822
36 Cocurricular/Extracurricular Activities	17,222	15,351,336	(4,346)	15,346,990	12,095	15,359,085	40,000	15,399,085	-	15,399,085
41 General Administration	(2,000)	20,760,588	165	20,760,753	(18,350)	20,742,403	-	20,742,403	80,000	20,822,403
51 Plant Maintenance and Operations	(1,428,483)	83,346,352	280,477	83,626,829	145,442	83,772,271	94,033	83,866,304	238,082	84,104,386
52 Security and Monitoring Services	4,242	12,400,333	34,053	12,434,386	12,794	12,447,180	(300)	12,446,880	-	12,446,880
53 Data Processing Services	53,543	16,855,005	75	16,855,080	(34,000)	16,821,080	-	16,821,080	759,088	17,580,168
61 Community Services	(8,022)	6,115,055	(3,652)	6,111,403	10,500	6,121,903	1	6,121,904	-	6,121,904
71 Debt Service										
81 Facilities Acquisition & Construction	1,289,572	15,733,946	111,256	15,845,202	940,481	16,785,683	(95,000)	16,690,683	3,510,936	20,201,619
95 Juvenile Justice Alternative Education		169,692		169,692		169,692	-	169,692	-	169,692
97 Tax Increment Financing										
99 Other Intergovernmental Charges	1,405	2,721,405		2,721,405		2,721,405	-	2,721,405	-	2,721,405
Total Charges to Appropriations		845,524,705		845,524,705		845,524,705		845,524,705		845,524,705
Net Change in Fund Balance		(47,964,490)		(47,964,490)		(47,964,490)		(47,964,490)		(47,964,490)
Fund Balance-Beginning (Audited)		202,295,371		202,295,371		202,295,371		202,295,371		202,295,371
Fund Balances-Ending (Unaudited)		\$154,330,881		\$154,330,881		\$154,330,881		\$154,330,881		\$154,330,881

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE 2020-2021 ALLOCATIONS FOR FORT WORTH AFTER SCHOOL (FWAS) FULL SERVICE PROVIDERS (LOCAL FUNDS AND SPECIAL REVENUE GRANT FUNDS)

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from 52 sites in the initial year to 66 sites for the 2020-2021 school year. FWAS is a collaborative effort of FWISD and the City of Fort Worth, which derives program funds from the Crime Control Prevention District. School staff or Community Based Organizations (CBO) manage programs at each of the sites. This is a request to approve funding to generate purchase orders for various CBOs for the 2020-2021 school year. All CBOs have provided responses to Bid 17- 044. This is the fourth year of the five-year bid cycle. FWAS central team will provide oversight and monitoring through site observations, regular trainings, completion of student, staff and parent surveys. Data will be housed in FWISD Data Warehouse and Qualtrics. This will be a renewal contract.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve 2020-2021 Allocations for Fort Worth After School (FWAS) Full Service Providers (Local Funds and Special Revenue Grant Funds)
2. Decline to Approve 2020-2021 Allocations for Fort Worth After School (FWAS) Full Service Providers (Local Funds and Special Revenue Grant Funds)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2020-2021 Allocations for Fort Worth After School Full Service Providers (Local Funds and Special Revenue Grant Funds)

FUNDING SOURCE *Additional Details*

General Fund	(Camp Fire) 199-61-6299-0FK-999-30-395-000000.....	\$39,508
	(City of Fort Worth) 199-61-6299-0FN-999-30-395-000000.....	\$158,032
	(Clayton Your Services) 199-61-6299-0FG-999-30-395-000000.....	\$553,112
	(YMCA) 199-061-6299-0FE-999-30-395-000000.....	\$592.620

COST:

\$1,343,272

VENDORS:

Camp Fire, City of Fort Worth, Clayton YES, YMCA

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth After School (# of sites in parenthesis):

FWAS General Funded Sites	Proposed Provider for 2020-2021
LA @ Como ES	CFW
Greenbriar ES	CFW
Daggett MS	CFW
De Zavala ES	CFW (4 Sites)
Diamond Hill ES	Camp Fire (1 Site)
Clarke, George C. ES	Clayton
Glen Park ES	Clayton
Howell, Natha ES	Clayton
Hubbard Heights ES	Clayton
Merrett, Luella ES	Clayton

Moore, M.H. ES	Clayton
Meadowbrook ES	Clayton
Oaklawn ES	Clayton
Sagamore Hill ES	Clayton
Western Hills Primary	Clayton
Sims, T.A. ES	Clayton
EJ Briscoe ES	Clayton
Worth Heights ES	Clayton
Wilson, Richard ES	Clayton (14 Sites)
Carroll Peak ES	YMCA
Rufino Mendoza ES	YMCA
Kirkpatrick, M.L. ES	YMCA
Washington Heights ES	YMCA
Jacquet MS	YMCA
Handley MS	YMCA
Dillow, S.S. ES	YMCA
W.M. James MS	YMCA
Lowery Road ES	YMCA
LA @ John T White ES	YMCA
LA @ Logan, Maude I. ES	YMCA
LA @ Mitchell Blvd. ES	YMCA
LA @ Forest Oak MS	YMCA
Eastern Hills ES	YMCA
JP Elder MS	YMCA (15 Sites)

RATIONALE:

FWISD Grants Compliance and Monitoring and Prismatic Services LLC, both complete evaluations of the grant funded and locally funded after school programs. Studies indicate that after school participants score slightly higher on accountability tests, complete required homework, attend school more often and receive fewer referrals than their counterparts receive.

INFORMATION SOURCE:

Cherie Washington
Raúl Peña

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE 2020-2021 ALLOCATIONS FOR FORT WORTH AFTER SCHOOL (FWAS) PARTIAL SERVICE PROVIDERS (LOCAL FUNDS)

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from 52 sites in the initial year to 66 sites for the 2019-2020 school year. Many sites utilize small to medium sized Community Based Organizations (CBO) to provide specialized programs. These programs consist of fine arts (visual and performing), academic, community service programs and other intermittent programming throughout the school year. All recommended providers have successfully responded to Bid 17-045. This is the fourth year of a five-year cycle. FWAS central team will provide oversight and monitoring through site observations, regular trainings, completion of student, staff and parent surveys. Data will be housed in FWISD Data Warehouse and Qualtrics. Partial Service Provider agreements are completed prior to Purchase Order creation.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve 2020-2021 Allocations for Fort Worth After School (FWAS) Partial Service Providers (Local Funds)
2. Decline to Approve 2020-2021 Allocations for Fort Worth After School (FWAS) Partial Service Providers (Local Funds)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2020-2021 Allocations for Fort Worth After School Partial Service Providers (Local Funds)

FUNDING SOURCE

Additional Details

General Fund

199-61-6299-001-XXX-30-395-000000

COST:

\$60,000

VENDORS:

Get Fit-Eat Smart, Girls Incorporated of Tarrant County, Girls on the Run of DFW Metroplex, K16 Ready Society, Latin Arts Association of Fort Worth, Sylvan Learning Center, Zooniversity, Big Thought, Education is Freedom, Girls LIFE Community Development Corp., GrowFit, Mad Science of FW, Mission Possible Kids, NexGen Engineering, The Thank You Darlin' Foundation, AB Christian Center, Kelley's Solutions, Mind Body Play, Mindset Facts, Xpress Haven Arts Center, Redwine Edutainment Division, National Inventors Hall of Fame, Distinctively Remembered, Pura Vida Youth, Athletes Global Corporation, The PREP Factory, Maroon 9 Sickle Cell Support Organization, FlagHouse Inc. STEAM Works Studio

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth After School Sites (32 sites):

FWAS General Funded Sites	Proposed Provider for 2020-2021
Wedgwood MS	Site Based
East Handley ES	Site-Based
Green, W.M. ES	Site-Based
Huerta, Dolores	Site Based
C. C. Moss ES	Site Based
Phillips, M.L. ES	Site-Based
Rosen, Sam ES	Site Based
Sunrise ES	Site-Based
Walton, Maudrie M. ES	Site-Based
Williams, Versia ES	Site-Based
Alice Contreras ES	Site-Based
Nash, Charles E. ES	Site-Based
D. McRae ES	Site-Based
Carter Park ES	Site-Based

Stripling MS	Site-Based
Van Zandt-Guinn ES	Site Based
Seminary Hills ES	Site-Based
Daggett, E. M. ES	Site Based
Oakhurst ES	Site Based
Riverside MS	Site Based
Wm. Monnig MS	Site Based
McClung MS	Site Based
Wedgwood 6th Grade	Site Based
Rosemont 6th	Site Based
Worth Heights ES	Site Based
W.J. Turner ES	Site-Based
Jara, Manuel ES	Site-Based
Meadowbrook MS	Site-Based
Kirkpatrick MS	Site Based
Meacham MS	Site Based
South Hi Mount ES	Site Based
Rosemont MS	Site-Based

RATIONALE:

FWISD Grants Compliance and Monitoring and Prismatic Services LLC, both complete evaluations of the grant funded and locally funded after school programs. Studies indicate that after school participants score slightly higher on accountability tests, complete required homework, attend school more often and receive fewer referrals than their counterparts. These Site-Based Campuses are managed by FWISD school day staff and provide highly structured and robust programming. Occasionally, providers with specialized skills/ talents are required to round out programming.

INFORMATION SOURCE:

Cherie Washington
Raúl Peña

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE 2020-2021 ALLOCATIONS FOR FORT WORTH AFTER SCHOOL (FWAS) FULL SERVICE PROVIDERS AT FIVE LEADERSHIP ACADEMIES (RAINWATER CHARITABLE FOUNDATION FUNDS)

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from 52 sites in the initial year to 66 sites for the 2019-2020 school year. Five of these seventy-nine sites have been reconstituted as Leadership Academies that include extended school day programming. Additionally, each of these sites will provide FWAS enrichment programming for any student that expresses interest and complies with program participation guidelines. Programs will include vibrant enrichment programming, focused reinforcement strategies, afterschool snacks and full dinners provided under Texas Department of Agriculture (TDA) guidelines. Each of these sites will receive varying amounts of local funds to provide afterschool programming. These funds will be leveraged with donated funds from the Rainwater Charitable Foundation (RCF) to provide high level, robust afterschool programming. This is a request to approve RCF funding to generate purchase orders for the YMCA and The City of Fort Worth to provide FWAS programs at the respective campuses listed below. This Community Based Organization (CBO) and City of Fort Worth have successfully responded to Bid 17- 044. This is the fourth year of a five-year bid cycle. This is a renewal contract.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve 2020-2021 Allocations for Fort Worth After School (FWAS) Full Service Providers at Five Leadership Academies (Rainwater Charitable Foundation Funds)
2. Decline to Approve 2020-2021 Allocations for Fort Worth After School (FWAS) Full Service Providers at Five Leadership Academies (Rainwater Charitable Foundation Funds)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2020-2021 Allocations for Fort Worth After School (FWAS) Full Service Providers at Five Leadership Academies (Rainwater Charitable Foundation Funds)

FUNDING SOURCE

Additional Details

Grant Funded

498-61-6299-001-XXX-30-395-000000-21L89

COST:

\$612,541

VENDORS:

City of Fort Worth
YMCA

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth After School

YMCA:

Leadership Academy at John T. White Elementary
Leadership Academy at Maude I. Logan Elementary
Leadership Academy at Mitchell Boulevard Elementary
Leadership Academy Forest Oak Middle School

City of Fort Worth:

Leadership Academy at Como Elementary School

RATIONALE:

Funds from Rainwater Charitable Foundation will be utilized to support expanded FWAS programming at the Five Leadership Academies. No other Local Funds will be utilized for programming.

INFORMATION SOURCE:

Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE 2020-2021 ALLOCATION FOR FORT WORTH AFTER SCHOOL (FWAS) FULL SERVICE PROVIDER AT YOUNG MEN’S LEADERSHIP ACADEMY

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from 52 sites in the initial year to 66 sites for the 2019-2020 school year. Young Men’s Leadership Academy (YMLA) has been an active FWAS campus through a series of Federal 21st Century Grants since SY 2008-2009. FWAS was able to fund YMLA for SY 2018-2019 due to a series of fortuitous program events. The 2018-2019 program allocation was at a significantly reduced rate but programming was able to proceed as at high level due to the efforts of the Site Supervisor. Programs will include vibrant enrichment programming, focused reinforcement strategies, afterschool snacks and full dinners provided under Texas Department of Agriculture (TDA) guidelines. Clayton Youth Services will oversee programming for the 2020-2021 school year. Clayton Youth Services has successfully responded to Bid 17- 044. This is the fourth year of a five-year bid cycle.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve 2020-2021 Allocation for Fort Worth After School (FWAS) Full Service Provider at Young Men’s Leadership Academy
2. Decline to Approve 2020-2021 Allocation for Fort Worth After School (FWAS) Full Service Provider at Young Men’s Leadership Academy
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2020-2021 Allocation for Fort Worth After School (FWAS) Full Service Provider at Young Men’s Leadership Academy

FUNDING SOURCE

Additional Details

General Fund

199-61-6299-0FG-999-30-395-000000

COST:

\$86,000

VENDOR:

Clayton Youth Services

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Fort Worth After School

Clayton Youth Services: Young Men’s Leadership Academy

RATIONALE:

Funds from State Compensatory Education (Title IV) will be utilized to support FWAS programming at Young Men’s Leadership Academy for the 2020-2021 School Year.

INFORMATION SOURCE:

Karen Molinar
Cherie Washington
Raúl Peña

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE RATIFICATION OF MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH ISD (EXISTING ECHS/PTECH SCHOOLS) AND TARRANT COUNTY COLLEGE DISTRICT

BACKGROUND:

The Fort Worth ISD and Tarrant County College will establish the Early College High School (ECHS) or Pathways in Technology Early College High School (PTECH) to be operated in accordance with the legislative grant of authority for ECHS/PTECH schools in Texas Education Code. The existing ECHS/PTECH will be housed on the respective high school and TCCD campuses in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. The existing P-TECH and ECHS schools will begin serving students in grades 9-12 (with subsequent years serving grades up to 12) in the 2020-2021 school year. Per the application and ECHS/PTECH blueprints, TCCD and Fort Worth ISD will provide rigorous college readiness, technical, and early college credit courses. Fort Worth ISD will purchase required textbooks for students in corresponding ECHS/PTECH courses.

STRATEGIC GOAL:

- 1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Ratification of Memorandum of Understanding Between Fort Worth ISD (Existing/PTECH Schools) and Tarrant County College District
- 2. Decline to Approve Ratification of Memorandum of Understanding Between Fort Worth ISD (Existing ECHS/PTECH Schools) and Tarrant County College District
- 3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification Memorandum of Understanding Between Fort Worth ISD (Existing ECHS/PTECH Schools) and Tarrant County College District

FUNDING SOURCE

Additional Details

General Fund	199-11-6321-001-XXX-38-697-000000.....	\$600,000
	199-11-6398-001-XXX-38-697-000000.....	\$100,000

COST:

Not to exceed \$700,000

VENDOR:

Tarrant County College District

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Marine Creek High School
Tarrant County College South / FWISD Collegiate High School

RATIONALE:

Approval of this Memorandum of Understanding will allow Marine Creek and TCC South High Schools to enter into a mutually beneficial ECHS partnership with Tarrant County College to provide directed college access to traditionally underserved students. This ECHS partnership will target a high percentage of at-risk, economically disadvantaged students, and first-time college goers, who are either: highly motivated but have received insufficient academic preparation; may be English language learners; are likely to experience difficulty in experiencing a smooth transition into postsecondary education; or may have limited financial resources, and as a result the cost of college is prohibitive.

INFORMATION SOURCE:

Jerry Moore

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
FOR
MARINE CREEK COLLEGIATE HIGH SCHOOL**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College Northwest Campus (hereinafter referred to as "College") and Fort Worth Independent School District (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code,

WHEREAS, the parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the 2020-2021 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, Services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; (4) have limited financial resources, and as a result the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree, or two years of college credit toward a Bachelor's Degree, the parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree;

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work; improve academic performance and self-concept; and increase high school and college/university completion rates.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Term:

- a) The term of this agreement shall commence upon signature dates found on the last page of this MOU.

- b) The MOU will end on June 30, 2023, unless otherwise amended.
- c) Each academic year the ISD will submit a Letter of Continuation to the COLLEGE as confirmation to continue with all terms listed in this Agreement and provide updated course crosswalk as needed.

2. Guiding Principles: The College and FWISD will function on the following principles:

- a) Establishment of a mutually beneficial partnership between the College and FWISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development and student services.
- c) Provision of rigorous college readiness, technical and early college credit courses.
- d) Financial collaboration that addresses costs of all parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of FWISD.
- h) Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, high school and college counselors.
- i) Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.
- j) The COLLEGE and FWISD agree to a recommended minimum of 15 students per class; exceptions can be approved by Vice President for Academic Affairs.

3. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

A. Governance:

- (1) The Early College High School will:
 - a. Be governed by FWISD and subject to FWISD's and federal policies, and
 - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD and the College.
- (2) The FWISD ECHS Lead Administrator
 - a. Within the rules and guidelines established by TEA and FWISD, will have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be

- followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. Campus Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the school.
- b. Will direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
 - c. Will report to the FWISD superintendent or his/her designee through the established FWISD governance structure; and
 - d. Will be the primary contact for the ECHS with the community and the College.

(3) Early College Leadership Council

- a. Serves as an advisory committee to the ECHS Lead Administrator in establishing procedures and developing a coherent program across parties.
- b. Membership will be defined by the TX ECHS/P-TECH Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues and challenges; and
 - iii. Recommendations to the ECHS Lead Administrator for effective coordination and collaboration in the planning and continual development of the ECHS program.

B. Awarding Credit for Courses: The College will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College:

The College shall have the following duties:

- (1) Waive tuition for students duly enrolled in the ECHS approved college courses;
- (2) Provide selection of text materials for college courses;
- (3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;

- (4) Ensure that syllabi and course documents are followed;
- (5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (6) Ensure that all College core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;
- (7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Articulation Agreement for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
- (8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
- (9) Provide academic support for ECHS students;
- (10) If applicable, provide an area per FWISD and state and federal requirements in which students may eat lunch/meals that FWISD provides;
- (11) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus;
- (12) Support ECHS in the process of becoming TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.

D. Duties of FWISD:

FWISD shall have the following duties:

- (1) Consult with College faculty and staff who teach college courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments;
- (2) Pay the salaries of FWISD instructors and instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS; and
- (4) Ensure that all FWISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.
- (5) The ECHS is a TSI assessment site, or is in the process of becoming a TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.

E. Enhanced Educational Opportunities: The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.

F. Faculty: FWISD Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas.

Faculty members of ECHS employed by FWISD will be evaluated annually by the FWISD, using FWISD guidelines and accordance with FWISD School Board

policy. FWISD faculty teaching college courses will be evaluated annually in accordance with College policies and procedures by TCCD.

G. Classroom and Office Facilities:

- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
- (2) College shall provide office and classroom space for the high school as appropriate.
- (3) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- (4) The ECHS facility will be provided, owned, and maintained as more particularly set forth in the Facilities Use Agreement (FUA), attached hereto and incorporated by reference.
- (5) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- (6) The furniture, fixtures, equipment and inventory in the ECHS facility will be provided, owned and maintained as more particularly set forth in the FUA.

H. Tuition and Fees: The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost. FWISD shall pay for college tuition (for all dual credit courses, including retakes/Third Attempt Rule, fees (including TSI administration fees), and required textbooks to the extent those charges are not waived by the partnered IHE.

I. Student Learning Materials:

- (1) College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
- (2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (4) College approved textbooks purchased by FWISD for cohort classes may be used for a time period of three years once the book is selected.
- (5) All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by FWISD.

J. Grading Policies: College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and FWISD's authority in this matter.

K. Recruitment, Selection and Enrollment of Students:

- (1) Student recruitment of FWISD eighth graders for any vacant slots will occur annually.

- (2) College will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- (3) FWISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- (4) Students will not be given permission to return to their home high school until the ECHS Lead Administrator has counseled with the student's parent(s) and/or guardian(s), and the original high school Lead Administrator. Modifications in placement shall be subject to FWISD's transfer policy.

L. Instructional Calendar:

- (1) The instructional calendar will be based on the college master calendar.
- (2) State mandated assessments will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with all parties to this MOU.

M. Transportation: FWISD shall transport ECHS students from the home campus to the ECHS campus and the College, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligation, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, FWISD shall maintain the insurance coverage agreed to by FWISD and the College. The provisions in this paragraph are solely for the benefit of the College, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

N. Student Code of Conduct:

ECHS students, faculty and staff shall adhere to the following including communication regarding incident and mandatory reporting:

- Title IX and Clery
- Policies and procedures of FWISD;
- Policies and procedures of the College, including the student handbook;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teachers manual prepared by FWISD and approved by the College;
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual

Both parties shall provide access to the documents reference above.

O. Media and Public Relations: Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and College protocols that are appropriate under the particular circumstances.

P. Student Progress and Support: The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. At the college, students will receive the same support services provided to all college students. At FWISD, in addition to class size reduction and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans.

FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.

Q. Evaluation, Research and Development: Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

Annually, evaluation data will be collected by the party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Lead Administrator will lead the Early College Leadership Council in the annual review and report completion.

R. Project Reporting: Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.

4. Indemnification: To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.

5. Renewal: Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date

of final execution by both parties and ending June 30, 2023. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.

6. Right of Revocation: Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

7. Discontinuation of Operation:

- A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

8. Assignment: No party may assign their interest in the MOU without the written permission of the other party.

9. Limitations of Authority:

- A. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied.
- B. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the

body of this MOU are null and void and of no effect.

- C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, FWISD and their respective legal advisors and Boards of Trustees.
- D. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

10. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. Applicable Law: This MOU and all materials and/or Issues collateral thereto shall be governed by the laws of the State of Texas.

12. Venue: Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

13. Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU if necessary.

14. Signatory Clause: The individuals executing this Agreement on behalf of the College District and FWISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Lead Administrator. All Parties hereby acknowledge that they have read and understood this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner _____ Date
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini _____ Date
Chancellor, Tarrant County College District

Approved as to Form : _____
ISD Legal Services _____ Date

Approved as to Form : _____
TCCD Legal Services _____ Date

**Facilities Use Agreement
Tarrant County College District
Fort Worth Independent School District
Marine Creek Collegiate High School**

THIS FACILITIES USE AGREEMENT ("FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT ("TCCD"), A Texas political subdivision of higher education, and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Marine Creek Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program/PTECH ("MOU"), dated March _____, 2020 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this FUA mutually agree to the following:

1) Use of Facilities:

- TCCD will designate facilities for a high school facility on the Northwest Campus of TCCD. Sole ownership of ownership of such building(s) lies with TCCD.
- TCCD reserves the right to use the ECHS building for TCCD courses and activities after hours (as hereinafter set forth) and on weekends, provided, however, TCCD will schedule its courses and activities in consultation with FWISD to allow for optimal use by both parties.
- FWISD will provide TCCD with a calendar with all scheduled events on or before thirty (30) days before the commencement of each semester.
- FWISD shall use the ECHS building solely for ECHS school-related functions. All other purposes will require the prior written consent of TCCD.

2) Furniture and Equipment:

- TCC will provide and own the necessary furniture, fixtures, equipment, and inventory (the "Furniture") for the ECHS.
- All furniture must comply with TCCD standard of selection.
- The parties shall repair and maintain any furniture and equipment they own and install in the ECHS according to TCCD standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy TCCD standards of selection. Provided, however, if it is conclusively determined that the party, its agent, employees, invitees or students was responsible for damage to the other party's furniture or equipment, the

former shall be responsible for the necessary repairs or replacement.

3) Maintenance:

- Maintenance/Custodial responsibilities will be that of TCCD and shall be to the same standard and intervals as the rest of the Northwest Campus.
- In the event or other activity in ECHS building or on the grounds of the Northwest Campus, and that event or activity requires custodial support that is beyond the scope of the services generally provided, any additional cost for such additional services shall be borne by FWISD.

4) Utilities:

- TCCD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- TCCD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff and faculty shall have access to the TCCD's communications and technology services as they are constituted from time to time, subject to the application of the TCCD's Acceptable Use Guidelines as they are promulgated from time to time.

5) Insurance:

- TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and 2) causes of loss-special form (formerly "all -risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by TCCD. The foregoing insurance and any other insurance carried by TCCD may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of TCCD and under the TCCD's sole control. FWISD shall have no right or claim to any proceeds thereof or any rights thereunder.
- FWISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; 2) causes of loss-special form (formerly "all risk") property insurance covering the Furniture and other personal property of FWISD within the ECHS building in the amount of full replacement cost thereof; 3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute. Annually, by May 30 and anytime there is a change in coverage, FWISD shall provide TCCD with a certificate of coverage or other document demonstrating TCCD's ability to self-insure.

6) Ingress, Egress, Access and Parking:

- TCCD grants FWISD reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and/or controlled by TCCD.

- TCCD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per TCCD policy, as it exists from time to time. A parking area on the Northwest Campus of TCCD shall be designated (non-exclusively) for ECHS use.
- The ECHS building shall be open and available to ECHS students, faculty, and staff Monday through Friday, 7:00 a.m. through 7:00 p.m., during the academic term as determined by TCCD's master calendar.
- Should FWISD require access to the ECHS building other than during such hours or for calendar events reference above, it will require the prior written consent of TCCD.

7) **Safety and Health:**

- Video surveillance and key card/automatic lock system for the ECHS facility will be provided by TCCD, pursuant to TCCD's facilities guidelines and procedures.
- TCCD will install warning message clocks if in use in other facilities.
- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCCD shall not designate ECHS as an area where concealed weapons may be carried.

8) **Expiration or Termination:**

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to TCCD, and any furniture or equipment owned by FWISD will be removed by FWISD.
- FWISD shall be responsible for any damage caused by the removal of its furniture and equipment from TCCD's property.
- In the event FWISD fails to remove all or any portion of its personal property from the ECHS building on or before thirty (30) days after the expiration or earlier termination of the MOU, TCCD shall give FWISD written notice requesting removal, and if FWISD has not removed such remaining items on or before thirty (30) days after the date of such notice, such remaining personal property shall automatically become the property of TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner _____ Date
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini _____ Date
Chancellor, Tarrant County College District

Approved as to Form: _____
ISD Legal Services _____ Date

Approved as to Form: _____
TCCD Legal Services _____ Date

**Operations Manual
Tarrant County College District
Fort Worth Independent School District
Marine Creek Collegiate High School**

THIS OPERATIONS MANUAL ("OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College Northwest Campus ("TCCD") and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated from March _____ 2020 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this OM mutually agree to the following:

1. Governance:

- In accordance with the provisions of Section 3(A) of the MOU and subject to the operation of law, the operations of the ECHS and incident that occur within the ECHS building (or portion of a building, if the ECHS is located in a shared facility) (the "ECHS Defined Area") when the facility is in use for ECHS purposes, shall be governed by FWISD and subject to FWISD's policies and procedures.
- Any incident involving ECHS faculty, staff, and students that occur outside the ECHS Defined Area shall be governed by TCCD and subject to TCCD's policies and procedures.
- Operation of the ECHS building by TCCD when the facility is not in use for ECHS purposes and any incident that occurs inside the ECHS building during TCCD's use of the building shall be governed by TCCD and subject to TCCD's policies and procedures.
- The ECHS Defined Area will be subject to TCCD fire safety policies and procedures, but FWISD will be responsible for conducting and documenting mandated fire safety drills.

2. Safety and Health:

- FWISD will provide a full-time, on-site, appropriately trained and experienced health assistant for the ECHS, supported by appropriately credentialed nursing and resource nursing staff, all in accordance with FWISD policies and procedures as well as applicable law. To the extent required by such policy and law, the nursing services provided shall include, but shall not be limited to, maintenance of accurate and up- to-date health records for each ECHS student (including immunization records), all health-related screenings needed, first aid and emergency care, administering medications and performing specialized healthcare procedures with the direction of the appropriate healthcare professional and the written consent of the ECHS student's parent(s) or guardian(s).

- FWISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health test on or before the first day of each academic term.
- In case of a health emergency inside the ECHS Defined Area, the FWISD Health Services Department procedures and policies will be implemented, and the TCCD Policies Department will be fully informed and engaged where necessary.
- In case of health emergency outside the ECHS Defined Area, the TCCD Crisis Management Plan will be followed, and the FWISD Health Services Department will be fully informed and engaged where necessary.
- The counselor to be provided by FWISD shall be experience and shall be assigned to the ECHS full-time. Duties shall include, but shall not limited to, providing individual counseling (including crisis counseling); assisting with classroom management issued; developing and providing student development programs; and presenting programs in the annual counselor calendar, to the extent permitted by, and in accordance with, FWISD policy and procedures.
- TCCD shall provide all ECHS students, faculty and staff with standard TCCD identification badges.
- FWISD shall require that ECHS student wear the TCCD identification badges at all times when they are on TCCD property.
- FWISD will provide security for the ECHS Defined Area at all times when the facility is in use for ECHS purposes, in accordance with applicable law and FWISD policies and procedures. The FWISD will monitor the entrances of the ECHS building. The TCCD Police Department will be fully informed and engage where necessary.
- All FWISD personnel and/or contract security personnel providing security in the ECHS Defined Area will undergo training with TCCD's Police Department prior to undertaking such services at the ECHS.
- FWISD shall be responsible for Clery reporting to the TCCD Police Department for all activity within the ECHS Defined Area when the facility is in use for ECHS purposes. FWISD shall make such reports to the TCC Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annual upon request.
- The TCCD Police Department will have jurisdiction over the ECHS property and will provide law enforcement response and support to FWISD security personnel in the ECHS building as needed and/or upon request.
- The TCCD Police Department will provide security for all areas of TCCD property outside the ECHS Defined Area, in accordance with applicable law and TCCD policies and procedures, and the FWISD Security Department will be fully informed and engaged where necessary.
- FWISD shall be responsible for required criminal background checks (FWISD system) of all personnel, whether FWISD, TCCD or contract custodial. Charges associated with such background checks will be borne by FWISD.
- FWISD shall manage the internet bandwidth in the ECHS Defined Area and shall be solely responsible for compliance with the federal Children's Internet Protection Act of 2000 and all

related state and federal statutes and regulations. Such compliance shall include, but shall not be limited to, adopting and implementing an internet safety policies addressing:

- access by minors to inappropriate matter on the Internet;
- the safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications;
- unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
- unauthorized disclosure, use, and disseminations of personal information regarding minors; and
- measures designed to restrict minor's access to material harmful to minors, including the installation of appropriate filters on ECHS computers and other electronic devices and systems.

3. Staffing:

- The number of instructional and support staff to be provided by each party will be determined in accordance with each party's respective policies and procedures, as well as applicable law. However, it is anticipated that those determinations also will be made on a proportional basis, taking into account the number of students currently in attendance or selected to become a member of the new ninth grade cohort, compared to the total ECHS student population. Additionally, the determination will take into account the specific needs of the ECHS student population (such as those of medically fragile students) when determining staffing levels. Such determination shall be calculated each academic term before the date each party must make teacher contact decisions. Notwithstanding the foregoing, in the event that either party reasonably determines that any component of the others party's staffing model for the ECHS is consistently inadequate (even if compliant with law and policy), the parties will consult with one another about the deficiencies, and the non-compliant party will use good faith diligent efforts to address the issues to the reasonable satisfaction of the other party.
- The Principal shall be provided by FWISD and shall be a FWISD employee.

4. Operations:

- FWISD shall require that ECHS students have IDs and provide easily identifiable lanyards that must be worn visible and around the neck at all times when they are on TCCD property.
- FWISD shall require that he parents (or guardians) of all ECHS students have executed the Parental Notification, Release and Consent form set forth in the ECHS Student Handbook on or before the first day of each academic term, and a copy of thereof has been provided to TCCD.
- FWISD shall provide an attendance clerk whose duties shall include ensuring that attendance and grades are correctly and timely entered in FWISD's administrative software.
- TCCD shall insure that grades for College courses are correctly and timely entered in TCCD's administrative software.
- TCCD will not provide ECHS students with computers, laptops ore-readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer

system.

- FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.
- FWISD shall provide an exit procedure for academically underperforming students who no longer meet the requirements to continue enrollment in collegiate coursework in accordance with section K4 of the MOU.
- ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

5. Expiration of Termination:

- Expiration or earlier termination of the MOU shall automatically terminate this OM.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Dr. Kent P. Scribner Date _____
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini Date _____
Chancellor, Tarrant County College District

Approved as to Form: _____ Date _____
ISD Legal Services

Approved as to Form: _____ Date _____
TCCD Legal Services



Marine Creek Collegiate High School
Sample Course Sequencing Guide



		9 th Grade	10 th Grade	11 th Grade	12 th Grade	Opportunities
9th Grade Options	On Track 9th Grade Must Be TSI Met In Reading & Writing prior to Grade 11 & TSI Met in Math prior to Grade 12 to Receive Associates of Arts Degree	ELA I – Double Blocked Algebra I – Double Blocked Biology World Geography AVID 1 <u>DC KINE 1164 (1)</u> + 2 nd DC PE (1) 8 full class periods 2 hours	ELA II – Double Blocked Algebra II Chemistry W. History AVID II DC Spanish 1411 (4) & 1412 (4) <u>DC Speech 1311 (3)</u> + DC KINE 1304 (3) 8 full class periods 15 hours	Geometry Physics AVID III <u>ELA III or DC English 1301 (3) & 1302 (3)</u> US History or <u>DC History 1301 (3) & 1302 (3)</u> <u>DC Language/Culture (3) & DC Government 2306 (3)</u> <u>DC Sociology 1301 (3) & DC Psychology 2301 (3)</u> <u>DC Art 1301 (3) & DC Elective (3)</u> or <u>DC DRAM 1310 (3) & DRAM 1351 (3)</u> 6 full class periods (if not TSI met in Reading & Writing) 8 full class periods (if TSI met in Reading & Writing) 6-30 hours Note: College Placement Math May Be Offered if Student Has Not Obtained A Successful Score on TSI Math Note: College Placement Reading/Writing May Be Offered if Student Has Not Obtained A Successful Score on TSI Reading or Writing.	AVID IV <u>ELA IV or DC English 1301 (3) & 1302 (3) or DC English 2322 (3) & 2323 (3) or English 2327 (3) & 2328 (3)</u> Government & Economics or <u>DC Government 2305 (3) DC Economics 2301 (3)</u> <u>CP Math or DC Math 1342 (3) & DC Math 1314 (3)</u> <u>DC Geology 1401 (4) &/or DC Geology 1445 (4) &/or DC Physics 1415 (4)</u> Or <u>DC Biology 1406 (4) & 1407 (4)</u> + Lab Time for DC Science 6 full class periods (if not TSI met in all 3) 6 full class periods (if TSI met in all 3) 8-26 hours Note: College Placement Math May Be Offered if Student Has Not Obtained A Successful Score on TSI Math Note: College Placement Reading/Writing May Be Offered if Student Has Not Obtained A Successful Score on TSI Reading or Writing.	DC = TCC Dual Credit Course <u>Underlined Courses meet Core Curriculum for Associates Degree</u> 30-72 Total Hours # of college hours is dependent on when student reaches a successful score on TSI Reading, Writing, & Math



Marine Creek Collegiate High School
Sample Course Sequencing Guide



<p>ELA Credit Prior to 9th Grade</p> <p>Must Be TSI Reading & Writing Met prior to Grade 10 & TSI Math met prior to Grade 12 to Receive Associates of Arts Degree</p>	<p>ELA II – Double Blocked</p> <p>Algebra I – Double Blocked</p> <p>Biology World Geography AVID I</p> <p><u>DC KINE 1164 (1)</u> + 2nd DC PE (1)</p> <p>8 full class periods 2 hours</p>	<p>Algebra II Chemistry W. History AVID II</p> <p>ELA III or <u>DC English 1301 (3) & 1302 (3)</u></p> <p><u>DC Spanish 1411 (4) & 1412 (4)</u></p> <p><u>DC Speech 1311 (3)</u> + <u>DC KINE 1304 (3)</u></p> <p><u>DC Art 1301 (3) & DC Elective (3)</u> or <u>DC DRAM 1310 (3) & DRAM 1351 (3)</u></p> <p>8 full class periods <i>(must be TSI Reading & Writing met to take DC English 1301)</i> 20-26 hours</p>	<p>Geometry Physics AVID III</p> <p>ELA IV or <u>DC English 1301 (3) & 1302 (3)</u> or <u>DC English 2322 (3) & 2323 (3)</u> or <u>English 2327 (3) & 2328 (3)</u></p> <p>US History or <u>DC History 1301 (3) & 1302 (3)</u></p> <p><u>DC Sociology 1301 (3) & DC Psychology 2301 (3)</u></p> <p><u>DC Language/Culture (3) & DC Government 2306 (3)</u></p> <p>5 full class periods <i>(if not TSI met in Reading & Writing)</i> 7 full class periods <i>(if TSI met in Reading & Writing)</i> 0-24 hours</p> <p>Note: College Placement Math May Be Offered if Student Has Not Obtained A Successful Score on TSI Math</p> <p>Note: College Placement Reading/Writing May Be Offered if Student Has Not Obtained A Successful Score on TSI Reading or Writing.</p>	<p>AVID IV</p> <p><u>DC English 2322 (3) & 2323 (3)</u> or <u>English 2327 (3) & 2328 (3)</u></p> <p>Government & Economics or <u>DC Government 2305 (3)</u> or <u>DC Economics 2301 (3)</u></p> <p>CP Math or <u>DC Math 1342 (3)</u> & DC Math 1314 (3)</p> <p><u>DC Geology 1401 (4) &/or DC Geology 1445 (4) &/or DC Physics 1415 (4)</u> Or <u>DC Biology 1406 (4) & 1407 (4)</u></p> <p>+ Lab Time for DC Science</p> <p>5 full class periods <i>(if not TSI met in all 3 areas)</i> 6 full class periods <i>(if TSI met in all 3)</i> 8-26 hours</p> <p>Note: College Placement Math May Be Offered if Student Has Not Obtained A Successful Score on TSI Math</p> <p>Note: College Placement Reading/Writing May Be Offered if Student Has Not Obtained A Successful Score on TSI Reading or Writing.</p>	<p>DC = TCC Dual Credit Course</p> <p><u>Underlined Courses meet Core Curriculum for Associates Degree</u></p> <p>30-78 Total Hours</p> <p># of college hours is dependent on when student reaches a successful score on TSI Reading, Writing, & Math</p>
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Marine Creek Collegiate High School
Sample Course Sequencing Guide

		9th Grade	10th Grade	11th Grade	12th Grade	Opportunities
9th Grade Options	Algebra I Credit Prior to 9 th Grade	ELA I – Double Blocked Algebra II Biology World Geography AVID I	ELA II – Double Blocked Geometry Chemistry W. History AVID II	Physics AVID III ELA III or <u>DC English 1301 (3) & 1302 (3)</u> CP Math or <u>DC Math 1342 (3) & DC Math 1314 (3)</u> US History or <u>DC History 1301 (3) & 1302 (3)</u> <u>DC Language/Culture (3) & DC Government 2306 (3)</u> DC Sociology 1301 (3) & DC Psychology 2301 (3)	AVID IV ELA IV or <u>DC English 1301 (3) & 1302 (3) or DC English 2322 (3) & 2323 (3) or English 2327 (3) & 2328 (3)</u> Government & Economics or <u>DC Government 2305 (3) DC Economics 2301 (3)</u> <u>DC Geology 1401 (4) &/or DC Geology 1445 (4) &/or DC Physics 1415 (4)</u> Or <u>DC Biology 1406 (4) & 1407 (4)</u> + Lab Time for DC Science	DC = TCC Dual Credit Course <u>Underlined Courses meet Core Curriculum for Associates Degree</u>
	Must Be TSI Reading, Writing & Math met prior to Grade 11 to Receive Associates of Arts Degree	<u>DC KINE 1164 (1) + 2nd DC PE (1)</u> <u>DC Speech 1311 (3) + DC KINE 1304 (3)</u> 8 full class periods 8 hours	<u>DC Art 1301 (3) & DC Elective (3) or DC DRAM 1310 (3) & DRAM 1351 (3)</u> 8 full class periods 14 hours	5 full class periods (if not TSI met in Reading & Writing) 7 full class periods (if TSI met in all 3) 0-30 hours Note: College Placement Math May Be Offered if Student Has Not Obtained A Successful Score on TSI Math Note: College Placement Reading/Writing May Be Offered if Student Has Not Obtained A Successful Score on TSI Reading or Writing.	5 full class periods (if not TSI met in Reading & Writing) 5 full class periods (if TSI met in all 3) 8-20 hours Note: College Placement Math May Be Offered if Student Has Not Obtained A Successful Score on TSI Math Note: College Placement Reading/Writing May Be Offered if Student Has Not Obtained A Successful Score on TSI Reading or Writing.	30-72 Total Hours # of college hours is dependent on when student reaches a successful score on TSI Reading, Writing, & Math



Marine Creek Collegiate High School
Sample Course Sequencing Guide



<p>ELA I & Algebra I Credit Prior to 9th Grade</p> <p>Must Be TSI Reading & Writing Met prior to Grade 10 & TSI Math met prior to Grade 11 to Receive Associates of Arts Degree</p>	<p>ELA II – Double Blocked</p> <p>Algebra II Biology World Geography AVID I</p> <p><u>DC KINE 1164 (1)</u> + 2nd DC PE (1)</p> <p><u>DC Speech 1311 (3)</u> + DC KINE 1304 (3)</p> <p>8 full class periods 8 hours</p>	<p>Geometry Chemistry W. History AVID II</p> <p>ELA III or <u>DC English 1301 (3) & 1302 (3)</u></p> <p><u>DC Spanish 1411 (4) & 1412 (4)</u></p> <p><u>DC Art 1301 (3) & DC Elective (3)</u> or <u>DC DRAM 1310 (3) & DRAM 1351 (3)</u></p> <p><u>DC Sociology 1301 (3) & DC Psychology 2301 (3)</u></p> <p>7 full class periods (if not TSI met in Reading)</p> <p>8 full class periods (if TSI met in Reading & Writing) <u>Must be TSI Reading & Writing met to take DC ENGL 1301</u> 14-26 hours</p>	<p>Physics AVID III</p> <p>ELA IV or <u>DC English 1301 (3) & 1302 (3) or DC English 2322 (3) & 2323 (3) or English 2327 (3) & 2328 (3)</u></p> <p>CP Reading/Writing (if Necessary)</p> <p>US History or <u>DC History 1301 (3) & 1302 (3)</u></p> <p>CP Math or <u>DC Math 1342 (3) & DC Math 1314 (3)</u></p> <p><u>DC Language/Culture (3) & DC Government 2306 (3)</u></p> <p>5 full class periods (if not TSI met in Reading & Writing)</p> <p>6 full class periods (if TSI met in all 3) 0-24 hours</p> <p>Note: College Placement Math May Be Offered if Student Has Not Obtained A Successful Score on TSI Math</p> <p>Note: College Placement Reading/Writing May Be Offered if Student Has Not Obtained A Successful Score on TSI Reading or Writing.</p>	<p>AVID IV</p> <p><u>DC English 2322 (3) & 2323 (3) or English 2327 (3) & 2328 (3)</u></p> <p>Government & Economics or <u>DC Government 2305 (3) DC Economics 2301 (3)</u></p> <p><u>DC Geology 1401 (4) &/or DC Geology 1445 (4) &/or DC Physics 1415 (4)</u> Or <u>DC Biology 1406 (4) & 1407 (4)</u></p> <p>+ Lab Time for DC Science</p> <p>4 full class periods (if not TSI met in Reading & Writing)</p> <p>5 full class periods (if TSI met in Reading & Writing) 8-20 Hours</p> <p>Note: College Placement Math May Be Offered if Student Has Not Obtained A Successful Score on TSI Math</p> <p>Note: College Placement Reading/Writing May Be Offered if Student Has Not Obtained A Successful Score on TSI Reading or Writing.</p>	<p>DC = TCC Dual Credit Course</p> <p><u>Underlined Courses meet Core Curriculum for Associates Degree</u></p> <p>30-78 Total Hours # of college hours is dependent on when student reaches a successful score on TSI Reading, Writing, & Math</p>
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Marine Creek Collegiate High School 6/10/19

Associate of Arts/HS Diploma [Humanities, Art, World Language] Multidisciplinary Endorsement

9 th Grade		10 th Grade		11 th Grade		12 th Grade		
	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School	English I or II	English I or II	English II or III	English II or III	English III or IV, OnRamps ENG III or IV, or *DC	*English III or IV, OnRamps ENG III or IV, or *DC	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry and Algebra II	Geometry and Algebra II	OnRamps Stats/ Pre-Calculus/AP Stats or *DC	*OnRamps Stats, Pre-Calculus, or AP Stats or *DC	*Pre-Calculus or *Calculus or *DC	* Pre-Calculus or *Calculus or *DC
	AP Human Geography	AP Human Geography	AP World History or *DC	AP World History or *DC	AP US History or *DC	*AP US History or *DC	Government or *DC	Economics or *DC
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
	AVID 1	AVID 1	AVID 2	AVID 2	AVID 3	AVID 3	AVID 4	AVID 4
College	KINE 1164	KINE 1304, 1102, 1113, 1116, or 1134	SPAN 2311	SPAN 2312	*ENGL 1301	*ENGL 1302	*ENGL 1301 or ENGL 2322 or PHIL 1301	*ENGL 1302 or ENGL 2323 or HUMA 1301
	SPAN 1411 or SPAN 2311	SPAN 1412 or SPAN 2312	MUSI 1306	SPCH 1321	*MATH 1342	MATH 1314	*MATH 2412	*MATH 2413
		COSC 1301 (FRI)	ARTS 1301 if needed	MUSI 1310 if needed	*HIST 1301	*HIST 1302	*GOVT 2305 or *ECON 2301	*ECON 2301 or *GOVT 2305
			*HIST 2321	*HIST 2322	GOVT 2306	GOVT 2306	SOC 1301	PSYC 2301
							BIOL 1406 or GEOL 1401 or PHYS 1401	BIOL 1407 or GEOL 1402 or PHYS 1402
SUM	For 9 th Graders, embed research methods and strategies - HIST2321/2							

Associate Degree: Associate of Arts

General Education Core: Plan includes 42 hours core, transferable to any public TX university

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College South Campus (hereinafter referred to as "College") and Fort Worth Independent School District (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code,

WHEREAS, the parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the 2020-2021 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, Services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; (4) have limited financial resources, and as a result the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree, or two years of college credit toward a Bachelor's Degree, the parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree;

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work; improve academic performance and self-concept; and increase high school and college/university completion rates; and

WHEREAS, it is the intention of the parties that the P-Tech shall be operated in accordance with the legislative grant of authority for Pathways in Technology Early College High School in Texas Education Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Term:

- a) The term of this agreement shall commence upon signature dates found on the last page of this MOU.
- b) The MOU will end on June 30, 2023, unless otherwise amended.
- c) Each academic year the ISD will submit a Letter of Continuation to the COLLEGE as confirmation to continue with all terms listed in this Agreement and provide updated course crosswalk as needed.

2. Guiding Principles: The College and FWISD will function on the following principles:

- a) Establishment of a mutually beneficial partnership between the College and FWISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development and student services.
- c) Provision of rigorous college readiness, technical and early college credit courses.
- d) Financial collaboration that addresses costs of all parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of FWISD.
- h) Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, high school and college counselors.
- i) Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.
- j) The COLLEGE and FWISD agree to a recommended minimum of 15 students per class; exceptions can be approved by Vice President for Academic Affairs.

3. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

A. Governance:

- (1) The Early College High School will:
 - a. Be governed by FWISD and subject to FWISD's and federal policies, and
 - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD and the College.
- (2) The FWISD ECHS Lead Administrator
 - a. Within the rules and guidelines established by TEA and FWISD, will have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;

- iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. Campus Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the school.
- b. Will direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
 - c. Will report to the FWISD superintendent or his/her designee through the established FWISD governance structure; and
 - d. Will be the primary contact for the ECHS with the community and the College.

(3) Early College Leadership Council

- a. Serves as an advisory committee to the ECHS Lead Administrator in establishing procedures and developing a coherent program across parties.
- b. Membership will be defined by the TX ECHS/P-TECH Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues and challenges; and
 - iii. Recommendations to the ECHS Lead Administrator for effective coordination and collaboration in the planning and continual development of the ECHS program.

B. Awarding Credit for Courses: The College will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College:

The College shall have the following duties:

- (1) Waive tuition for students duly enrolled in the ECHS approved college courses;
- (2) Provide selection of text materials for college courses;

- (3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- (4) Ensure that syllabi and course documents are followed;
- (5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (6) Ensure that all College core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;
- (7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Articulation Agreement for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
- (8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
- (9) Provide academic support for ECHS students;
- (10) If applicable, provide an area per FWISD and state and federal requirements in which students may eat lunch/meals that FWISD provides;
- (11) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus;
- (12) Support ECHS in the process of becoming TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.

D. Duties of FWISD:

FWISD shall have the following duties:

- (1) Consult with College faculty and staff who teach college courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments;
- (2) Pay the salaries of FWISD instructors and instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS; and
- (4) Ensure that all FWISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.
- (5) The ECHS is a TSI assessment site, or is in the process of becoming a TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.

E. Enhanced Educational Opportunities: The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.

F. Faculty: FWISD Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas.

Faculty members of ECHS employed by FWISD will be evaluated annually by the FWISD, using FWISD guidelines and accordance with FWISD School Board policy. FWISD faculty teaching college courses will be evaluated annually in accordance with College policies and procedures by TCCD.

G. Classroom and Office Facilities:

- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
- (2) College shall provide office and classroom space for the high school as appropriate.
- (3) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- (4) The ECHS facility will be provided, owned, and maintained as more particularly set forth in the Facilities Use Agreement (FUA), attached hereto and incorporated by reference.
- (5) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- (6) The furniture, fixtures, equipment and inventory in the ECHS facility will be provided, owned and maintained as more particularly set forth in the FUA.

H. Tuition and Fees: The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost. FWISD shall pay for college tuition (for all dual credit courses, including retakes/Third Attempt Rule, fees (including TSI administration fees), and required textbooks to the extent those charges are not waived by the partnered IHE.

I. Student Learning Materials:

- (1) College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
- (2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (4) College approved textbooks purchased by FWISD for cohort classes may be used for a time period of three years once the book is selected.
- (5) All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by FWISD.

J. Grading Policies: College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and FWISD's authority in this matter.

K. Recruitment, Selection and Enrollment of Students:

- (1) Student recruitment of FWISD eighth graders for any vacant slots will occur annually.
- (2) College will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- (3) FWISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- (4) Students will not be given permission to return to their home high school until the ECHS Lead Administrator has counseled with the student's parent(s) and/or guardian(s), and the original high school Lead Administrator. Modifications in placement shall be subject to FWISD's transfer policy.

L. Instructional Calendar:

- (1) The instructional calendar will be based on the college master calendar.
- (2) State mandated assessments will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with all parties to this MOU.

M. Transportation: FWISD shall transport ECHS students from the home campus to the ECHS campus and the College, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligation, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, FWISD shall maintain the insurance coverage agreed to by FWISD and the College. The provisions in this paragraph are solely for the benefit of the College, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

N. Student Code of Conduct:

ECHS students, faculty and staff shall adhere to the following including communication regarding incident and mandatory reporting:

- Title IX and Clery
- Policies and procedures of FWISD;
- Policies and procedures of the College, including the student handbook;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teachers manual prepared by FWISD and approved by the College;
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual

Both parties shall provide access to the documents reference above.

O. Media and Public Relations: Media and public relations regarding the ECHS will

be managed cooperatively, according to FWISD and College protocols that are appropriate under the particular circumstances.

- P. Student Progress and Support:** The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. At the college, students will receive the same support services provided to all college students. At FWISD, in addition to class size reduction and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans.

FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.

- Q. Evaluation, Research and Development:** Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

Annually, evaluation data will be collected by the party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Lead Administrator will lead the Early College Leadership Council in the annual review and report completion.

- R. Project Reporting:** Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.

- 4. Indemnification:** To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.

- 5. Renewal:** Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2023. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.
- 6. Right of Revocation:** Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.
- 7. Discontinuation of Operation:**
- A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
 - B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
 - C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
 - D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
 - E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.
- 8. Assignment:** No party may assign their interest in the MOU without the written permission of the other party.
- 9. Limitations of Authority:**
- A. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied.
 - B. This MOU represents the entire agreement by and between the parties and

supersedes all previous letters, understanding or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.

- C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, FWISD and their respective legal advisors and Boards of Trustees.
- D. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

10. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. Applicable Law: This MOU and all materials and/or Issues collateral thereto shall be governed by the laws of the State of Texas.

12. Venue: Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

13. Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU if necessary.

14. Signatory Clause: The individuals executing this Agreement on behalf of the College District and FWISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Lead Administrator. All Parties hereby acknowledge that they have read and understood this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner _____ Date
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini _____ Date
Chancellor, Tarrant County College District

Approved as to Form : _____
ISD Legal Services _____ Date

Approved as to Form : _____
TCCD Legal Services _____ Date

**Facilities Use Agreement
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-South / Fort Worth ISD Collegiate/PTECH High School**

THIS FACILITIES USE AGREEMENT ("FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT ("TCCD"), A Texas political subdivision of higher education, and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Tarrant County College South / Fort Worth ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program/PTECH ("MOU"), dated February _____, 2020 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this FUA mutually agree to the following:

1) Use of Facilities:

- TCCD will designate facilities for a high school facility on the South Campus of TCCD. Sole ownership of ownership of such building(s) lies with TCCD.
- TCCD reserves the right to use the ECHS building for TCCD courses and activities after hours (as hereinafter set forth) and on weekends, provided, however, TCCD will schedule its courses and activities in consultation with FWISD to allow for optimal use by both parties.
- FWISD will provide TCCD with a calendar with all scheduled events on or before thirty (30) days before the commencement of each semester.
- FWISD shall use the ECHS building solely for ECHS school-related functions. All other purposes will require the prior written consent of TCCD.

2) Furniture and Equipment:

- TCCD will purchase the furniture and associated furnishing necessary for the operations of the (the "Furniture").
- FWISD will reimburse TCCD for the actual cost of the Furniture within 15 business days of FWISD's receipt of detail invoices from TCCD for the Furniture. The reimbursement shall not exceed \$50,000.00. Upon receipt of the reimbursement, the Furniture will become the property of FWISD, but shall remain in the ECHS building throughout the term of the MOU.
- All furniture must comply with TCCD standard of selection.
- The parties shall repair and maintain any furniture and equipment they own an install in the

ECHS according to TCCD standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy TCCD standards of selection. Provided, however, if it is conclusively determined that the party, its agent, employees, invitees or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repairs or replacement.

3) Maintenance:

- Maintenance/Custodial responsibilities will be that of TCCD and shall be to the same standard and intervals as the rest of the South Campus.
- In the event or other activity in ECHS building or on the grounds of the South Campus, and that event or activity requires custodial support that is beyond the scope of the services generally provided, any additional cost for such additional services shall be borne by FWISD.

4) Utilities:

- TCCD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- TCCD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff and faculty shall have access to the TCCD's communications and technology services as they are constituted from time to time, subject to the application of the TCCD's Acceptable Use Guidelines as they are promulgated from time to time.
- FWISD shall coordinate with TCCD to provide access at the ECHS facility to TCCD's communications and technology networks and services.

5) Insurance:

- TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and 2) causes of loss-special form (formerly "all -risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by TCCD. The foregoing insurance and any other insurance carried by TCCD may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of TCCD and under the TCCD's sole control. FWISD shall have no right or claim to any proceeds thereof or any rights thereunder.
- FWISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; 2) causes of loss-special form (formerly "all risk") property insurance covering the Furniture and other personal property of FWISD within the ECHS building in the amount of full replacement cost thereof; 3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute. Annually, by May 30 and anytime there is a change in coverage, FWISD shall provide TCCD with a certificate of coverage or other document demonstrating TCCD's ability to self-insure.

6) **Ingress, Egress, Access and Parking:**

- TCCD grants FWISD reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and/or controlled by TCCD.
- TCCD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per TCCD policy, as it exists from time to time. A parking area on the South Campus of TCCD shall be designated (non-exclusively) for ECHS use.
- The ECHS building shall be open and available to ECHS students, faculty, and staff Monday through Friday, 7:00 a.m. through 7:00 p.m., during the academic term as determined by TCCD's master calendar.
- Should FWISD require access to the ECHS building other than during such hours or for calendar events reference above, it will require the prior written consent of TCCD.

7) **Safety and Health:**

- Video surveillance and key card/automatic lock system for the ECHS facility will be provided by TCCD, pursuant to TCCD's facilities guidelines and procedures.
- TCCD will install warning message clocks if in use in other facilities.
- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCCD shall not designate ECHS as an area where concealed weapons may be carried.

8) **Expiration or Termination:**

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to TCCD, and any furniture or equipment owned by FWISD will be removed by FWISD.
- FWISD shall be responsible for any damage caused by the removal of its furniture and equipment from TCCD's property.
- In the event FWISD fails to remove all or any portion of its personal property from the ECHS building on or before thirty (30) days after the expiration or earlier termination of the MOU, TCCD shall give FWISD written notice requesting removal, and if FWISD has not removed such remaining items on or before thirty (30) days after the date of such notice, such remaining personal property shall automatically become the property of TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner Date _____
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini Date _____
Chancellor, Tarrant County College District

Approved as to Form: _____ Date _____
ISD Legal Services

Approved as to Form: _____ Date _____
TCCD Legal Services

**Operations Manual
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-South / Fort Worth ISD Collegiate/PTECH High School**

THIS OPERATIONS MANUAL ("OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College South Campus ("TCCD") and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain P-TECH Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated from February_____2020 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this OM mutually agree to the following:

1. Governance:

- In accordance with the provisions of Section 3(A) of the MOU and subject to the operation of law, the operations of the ECHS and incident that occur within the ECHS building (or portion of a building, if the ECHS is located in a shared facility) (the "ECHS Defined Area") when the facility is in use for ECHS purposes, shall be governed by FWISD and subject to FWISD's policies and procedures.
- Any incident involving ECHS faculty, staff, and students that occur outside the ECHS Defined Area shall be governed by TCCD and subject to TCCD's policies and procedures.
- Operation of the ECHS building by TCCD when the facility is not in use for ECHS purposes and any incident that occurs inside the ECHS building during TCCD's use of the building shall be governed by TCCD and subject to TCCD's policies and procedures.
- The ECHS Defined Area will be subject to TCCD fire safety policies and procedures, but FWISD will be responsible for conducting and documenting mandated fire safety drills.

2. Safety and Health:

- FWISD will provide a full-time, on-site, appropriately trained and experienced health assistant for the ECHS, supported by appropriately credentialed nursing and resource nursing staff, all in accordance with FWISD policies and procedures as well as applicable law. To the extent required by such policy and law, the nursing services provided shall include, but shall not be limited to, maintenance of accurate and up- to-date health records for each ECHS student (including immunization records), all health-related screenings needed, first aid and emergency care, administering medications and performing specialized healthcare procedures with the direction of the appropriate healthcare professional and the written consent of the ECHS student's parent(s) or guardian(s).

- FWISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health test on or before the first day of each academic term.
- In case of a health emergency inside the ECHS Defined Area, the FWISD Health Services Department procedures and policies will be implemented, and the TCCD Policies Department will be fully informed and engaged where necessary.
- In case of health emergency outside the ECHS Defined Area, the TCCD Crisis Management Plan will be followed, and the FWISD Health Services Department will be fully informed and engaged where necessary.
- The counselor to be provided by FWISD shall be experience and shall be assigned to the ECHS full-time. Duties shall include, but shall not limited to, providing individual counseling (including crisis counseling); assisting with classroom management issued; developing and providing student development programs; and presenting programs in the annual counselor calendar, to the extent permitted by, and in accordance with, FWISD policy and procedures.
- TCCD shall provide all ECHS students, faculty and staff with standard TCCD identification badges.
- FWISD shall require that ECHS student wear the TCCD identification badges at all times when they are on TCCD property.
- FWISD will provide security for the ECHS Defined Area at all times when the facility is in use for ECHS purposes, in accordance with applicable law and FWISD policies and procedures. The FWISD will monitor the entrances of the ECHS building. The TCCD Police Department will be fully informed and engage where necessary.
- All FWISD personnel and/or contract security personnel providing security in the ECHS Defined Area will undergo training with TCCD's Police Department prior to undertaking such services at the ECHS.
- FWISD shall be responsible for Clery reporting to the TCCD Police Department for all activity within the ECHS Defined Area when the facility is in use for ECHS purposes. FWISD shall make such reports to the TCC Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annual upon request.
- The TCCD Police Department will have jurisdiction over the ECHS property and will provide law enforcement response and support to FWISD security personnel in the ECHS building as needed and/or upon request.
- The TCCD Police Department will provide security for all areas of TCCD property outside the ECHS Defined Area, in accordance with applicable law and TCCD policies and procedures, and the FWISD Security Department will be fully informed and engaged where necessary.
- FWISD shall be responsible for required criminal background checks (FWISD system) of all personnel, whether FWISD, TCCD or contract custodial. Charges associated with such background checks will be borne by FWISD.
- FWISD shall manage the internet bandwidth in the ECHS Defined Area and shall be solely responsible for compliance with the federal Children's Internet Protection Act of 2000 and all

related state and federal statutes and regulations. Such compliance shall include, but shall not be limited to, adopting and implementing an internet safety policies addressing:

- access by minors to inappropriate matter on the Internet;
- the safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications;
- unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
- unauthorized disclosure, use, and disseminations of personal information regarding minors; and
- measures designed to restrict minor's access to material harmful to minors, including the installation of appropriate filters on ECHS computers and other electronic devices and systems.

3. Staffing:

- The number of instructional and support staff to be provided by each party will be determined in accordance with each party's respective policies and procedures, as well as applicable law. However, it is anticipated that those determinations also will be made on a proportional basis, taking into account the number of students currently in attendance or selected to become a member of the new ninth grade cohort, compared to the total ECHS student population. Additionally, the determination will take into account the specific needs of the ECHS student population (such as those of medically fragile students) when determining staffing levels. Such determination shall be calculated each academic term before the date each party must make teacher contact decisions. Notwithstanding the foregoing, in the event that either party reasonably determines that any component of the others party's staffing model for the ECHS is consistently inadequate (even if compliant with law and policy), the parties will consult with one another about the deficiencies, and the non-compliant party will use good faith diligent efforts to address the issues to the reasonable satisfaction of the other party.
- The Principal shall be provided by FWISD and shall be a FWISD employee.

4. Operations:

- FWISD shall require that ECHS students have IDs and provide easily identifiable lanyards that must be worn visible and around the neck at all times when they are on TCCD property.
- FWISD shall require that he parents (or guardians) of all ECHS students have executed the Parental Notification, Release and Consent form set forth in the ECHS Student Handbook on or before the first day of each academic term, and a copy of thereof has been provided to TCCD.
- FWISD shall provide an attendance clerk whose duties shall include ensuring that attendance and grades are correctly and timely entered in FWISD's administrative software.
- TCCD shall insure that grades for College courses are correctly and timely entered in TCCD's administrative software.
- TCCD will not provide ECHS students with computers, laptops ore-readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer

system.

- FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.
- ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

5. Expiration of Termination:

- Expiration or earlier termination of the MOU shall automatically terminate this OM.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Dr. Kent P. Scribner Date _____
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini Date _____
Chancellor, Tarrant County College District

Approved as to Form: _____ Date _____
ISD Legal Services

Approved as to Form: _____ Date _____
TCCD Legal Services

TCC South/FWISD Collegiate HS

Associates of Applied Science [ELECTRICAL LINE TECHNICIAN] Multidisciplinary Endorsement

9 th Grade		10 th Grade		11 th Grade		12 th Grade		
	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Algebra 2	Algebra I or Algebra 2	Geometry or Algebra II + Geometry	Geometry or Algebra II + Geometry	*Statistics	*Pre-Calculus	*Pre-Calculus	* Calculus I
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	*Economics
	Environmental Systems	Environmental Systems	Biology/Physics *Chemistry	Biology/Physics *Chemistry	Physics or *Chemistry	Physics or *Chemistry	4 th Year Science	4 th Year Science
	Fundamentals of Energy	Fundamentals of Energy	PFL	PSAT			Practicum/PROBS CareerPrep	Practicum/PROBS CareerPrep
College	SPAN 1411 4	SPAN 1412 4	SPCH 1321 3	KINE 1304 3	*GOVT 2305 3	*Behavioral Science 3	*ENGL 1301 3	*ENGL 1302 or 2311 3
	KINE (PE) 1	KINE 1164 1	*ARTS 3	COSC 1301 3	TECM 1303 3	HART 1401 4	LNWK 1371 3	*ECON 2301 3
			LNWK 1301 3	LNWK 2321 3	LNWK 1341 2	LNWK 2322 3	LNWK 2324 3	LNWK 1311 3
						LNWK 1331 3	OSHT 1305 3	HART 2431 4
							GEOL 1305 3	
	Up to 5 hours	Up to 5 hours	Up to 10 hours	Up to 10 hours	Up to 11 hours	Up to 10 hours	Up to 15 hours	Up to 16 hours
			Associates Degree: 60 hours AAS Electronics Line Technician Certification: GROUND TECHNICIAN LEVEL 1 RENEWABLE LINE TECHNICIAN LEVEL 2 Microsoft Office Specialist – Word, PowerPoint, and Excel (Office 365) OSHA 10-hour general					

*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course.

TCC South/FWISD Collegiate HS

Associates of Applied Science [Electronics Technology: Advanced Energy Technician] Multidisciplinary Endorsement

9 th Grade		10 th Grade		11 th Grade		12 th Grade		
	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Algebra 2	Algebra I or Algebra 2	Geometry or Algebra II + Geometry	Geometry or Algebra II + Geometry	*Statistics	*Pre-Calculus	*Pre-Calculus	* Calculus I
	AP Human Geography	AP Human Geography	AP World History	AP World History	*AP US History	*AP US History	Government	Economics
	Environmental Systems	Environmental Systems	Biology/Physics Chemistry	Biology/Physics Chemistry	Physics or Chemistry	Physics or Chemistry	4 th Year Science	4 th Year Science
	Fundamentals of Energy	Fundamentals of Energy	PFL	PSAT			Practicum/PROBS CareerPrep	Practicum/PROBS CareerPrep
College	SPAN 1411 4 or SPAN 2311 3	SPAN 1412 4 or SPAN 2312 3	SPCH 1321 3	KINE 1304 3	*GOVT 2305 3	*ECON 2301 3	*ENGL 1301 3	*ENGL 1302 or 2311 3
	KINE (PE) 1	KINE 1164 1	ARTS 3	* CETT 1409 4	* CETT 1441 4	* CETT 1445 4	* CETT 2435 4	RBTC 1351 3
			RBTC 1401 4	PTRT 1313 3	* CETT 1449 4	ELMT 1402 4	* ELMT 2337 3	WIND 2459 4
							* CSIR 1459 4	
	Up to 5 Hours	Up to 5 Hours	Up to 11 Hours	Up to 12 Hours	Up to 11 Hours	Up to 11 Hours	Up to 14 Hours	Up to 10 Hours
			Associates Degree: AAS Electronics Technology: Advanced Energy Technician Certification: RENEWABLE ENERGY TECHNOLOGY LEVEL 1 Microsoft Office Specialist – Word, PowerPoint, and Excel (Office 365) OSHA 10-hour general					

*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course.

TCC SOUTH/FWISD Collegiate HS

Associates of Arts/HS Diploma [Business Level 1 Certification] Multidisciplinary Endorsement

9 th Grade									10 th Grade		11 th Grade		12 th Grade	
	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester				
High School	English I or II	English I or II	English II or *III	English II or III	English III or IV	English III or IV	English IV or English Elective	English IV or *English Elective						
	Algebra I or Algebra 2	Algebra I or Algebra 2	Geometry or Algebra II + Geometry	Geometry or Algebra II + Geometry	*Statistics	*Pre-Calculus	*Pre-Calculus	*Calculus I						
	AP Human Geography	AP Human Geography	AP World History	AP World History	*AP US History	* AP US History	Government	Economics						
	Environmental Systems	Environmental Systems	Biology	Biology	Physics or Chemistry	Physics or Chemistry	4 th Year Science	4 th Year Science						
	Foundations of Energy	Foundations of Energy	PFL	PSAT			Practicum/PROB S CareerPrep	Practicum/PROBS CareerPrep						
College	KINE (PE) 1	KINE 1164 1	KINE 1304 3	SPCH 1321	*ENGL 1301 3	*ENGL 1302 3	*ENGL 1301 or 2322 or 2327 3	*ENGL 1302 or 2311 or 2323 or 2328 3						
	SPAN 1411 4 or SPAN 2311 3	SPAN 1412 4 or SPAN 2312 3	ARTS 3	Language/Culture 3	*MATH 1314 or 1342 3	*MATH 2412 4	*MATH 1314 or 2413 or 1342 3	*MATH 2412 or 2414 4						
			BUSI 1301 3	BMGT 1305 3	*HIST 1301 3	*HIST 1302 3	*ECON 2301 3	*ECON 2302 3						
					*GOVT 2306 3	*GOVT 2305 3	BUSI 2301 3							
					MRKG 1311 3 ACCT 2301 3	ACCT 2302 3	*BIOL 1406 or *PHYS 1401 or *GEOL 1401 4	*BIOL 1407 or *PHYS 1402 or *GEOL 1403 4						
	Up to 5 hours	Up to 5 hours	Up to 10 hours	Up to 10 hours	Up to 15 hours	Up to 16 hours	Up to 16 hours	Up to 16 hours						
	Associates Degree: 60+ hours Associates of Arts with Certifications: Business Certification Level 1 Microsoft Office Specialist – Word, PowerPoint, and Excel (Office 365) OSHA 10-hour general						Business Level 2 certification additional courses: BMGT 1327, BMGT 1341 & BCIS 1305 + 6 hours of electives							

*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course.

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE RATIFICATION OF MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH ISD (NEW ECHS/PTECH SCHOOLS) AND TARRANT COUNTY COLLEGE DISTRICT

BACKGROUND:

The Fort Worth ISD and Tarrant County College will establish the Early College High School (ECHS) or Pathways in Technology Early College High School (PTECH) to be operated in accordance with the legislative grant of authority for ECHS/PTECH schools in Texas Education Code. The ECHS/PTECH will be housed on the respective high school and TCCD campuses in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. The new P-TECH and ECHS schools will begin serving students in grades 9 (with subsequent years serving grades up to 12) in the 2020-2021 school year. Per the application and ECHS/PTECH blueprints, TCCD and Fort Worth ISD will provide rigorous college readiness, technical, and early college credit courses. Fort Worth ISD will purchase required textbooks for students in corresponding ECHS/PTECH courses.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of Memorandum of Understanding Between Fort Worth ISD (New ECHS/PTECH Schools) and Tarrant County College District
2. Decline to Approve Ratification of Memorandum of Understanding Between Fort Worth ISD (New ECHS/PTECH Schools) and Tarrant County College District
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of Memorandum of Understanding Between Fort Worth ISD (New ECHS/PTECH Schools) and Tarrant County College District

FUNDING SOURCE

Additional Details

General Fund

199-11-6321-001-005-38-697-000000...Not to Exceed \$300,000

199-11-6321-001-XXX-38-697-000000..Not to Exceed \$ 400,000

COST:

Not to exceed \$700,000

VENDOR:

Tarrant County College District

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Eastern Hills High School IT/Cyber Security PTECH Academy
North Side High School Health Science PTECH Academy
Southwest High School Early College Academy
Polytechnic High School Education PTECH Academy
Dunbar High School Manufacturing PTECH Academy

RATIONALE:

Approval of this Memorandum of Understanding will allow the participating schools to enter into a mutually beneficial ECHS partnership with Tarrant County College to provide directed college access to traditionally underserved students. This ECHS partnership will target a high percentage of at-risk, economically disadvantaged students, and first-time college goers, who are either: highly motivated but have received insufficient academic preparation; may be English language learners; are likely to experience difficulty in experiencing a smooth transition into postsecondary education; or may have limited financial resources, and as a result the cost of college is prohibitive.

INFORMATION SOURCE:

Jerry Moore

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College Trinity River Campus (hereinafter referred to as "College") and Fort Worth Independent School District (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code,

WHEREAS, the parties to this MOU will establish an Early College High School (herein so called, or "ECHS") in the 2020-2021 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, Services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; (4) have limited financial resources, and as a result the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree, or two years of college credit toward a Bachelor's Degree, the parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree; and

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work; improve academic performance and self-concept; and increase high school and college/university completion rates.

WHEREAS, it is the intention of the parties that the P-Tech shall be operated in accordance with the legislative grant of authority for Pathways in Technology Early College High School in Texas Education Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Term:

- a) The term of this agreement shall commence upon signature dates found on the last page of this MOU.
- b) The MOU will end on June 30, 2023, unless otherwise amended.

2. Guiding Principles: The College and FWISD will function on the following principles:

- a) Establishment of a mutually beneficial partnership between the College and FWISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development and student services.
- c) Provision of rigorous college readiness, technical and early college credit courses.
- d) Financial collaboration that addresses costs of all parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of FWISD.
- h) Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, high school and college counselors.
- i) Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.

3. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

A. Governance:

- (1) The Early College High School will:
 - a. Be governed by FWISD and subject to FWISD's and federal policies, and
 - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD and the College.
- (2) The FWISD ECHS Principal
 - a. Within the rules and guidelines established by TEA and FWISD, will have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum and scheduling;

- vi. Campus Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the school.
- b. Will direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
 - c. Will report to the FWISD superintendent or his/her designee through the established FWISD governance structure;
 - d. Will be the primary contact for the ECHS with the community and the College.

(3) Early College Leadership Council

- a. Serves as an advisory committee to the ECHS Principal in establishing procedures and developing a coherent program across parties.
- b. Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues and challenges; and
 - iii. Recommendations to the ECHS Principal for effective coordination and collaboration in the planning and continual development of the ECHS program.

B. Awarding Credit for Courses: The College will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College:

The College shall have the following duties:

- (1) Waive tuition for students duly enrolled in the ECHS approved college courses;
- (2) Provide selection of text materials for college courses;
- (3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- (4) Ensure that syllabi and course documents are followed;
- (5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;

- (6) Ensure that all College core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;
- (7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Crosswalk for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
- (8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
- (9) Pay salaries of instructors who teach college courses;
- (10) Provide academic support for ECHS students;
- (11) If applicable, provide an area per FWISD and state and federal requirements in which students may eat lunch/meals that FWISD provides;
- (12) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus; and
- (13) Administer TSI testing at the ECHS site according to the Testing Partnership Agreement.

D. Duties of FWISD:

FWISD shall have the following duties:

- (1) Consult with College faculty who teach college courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments of Academic Readiness ("STAAR") tests and end of course testing and match the requirements of the THECB to ensure rigor;
- (2) Pay the salaries of FWISD instructors and instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS; and
- (4) Ensure that all FWISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.

E. Enhanced Educational Opportunities: The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.

F. Faculty: Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas.

FWISD employees that teach classes at ECHS will meet all state and federal requirements. In addition, individuals who meet necessary qualifications will be granted "Adjunct Instructor Faculty Status" by the College and will be permitted to teach College level courses, when needed, adhering to the College course requirements.

Faculty members of ECHS employed by FWISD will be evaluated annually by the FWISD, using FWISD guidelines in accordance with FWISD School Board policy. Faculty employed by the College will be evaluated annually in accordance with

College policies and procedures.

G. Classroom and Office Facilities:

- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
- (2) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- (3) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- (4) The furniture in the ECHS facility will be paid for by FWISD.

H. Tuition and Fees: The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost.

I. Books and Supplemental Materials:

- (1) College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
- (2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (4) College approved textbooks purchased by FWISD for cohort classes may be used for a time period of three years once the book is selected.
- (5) All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by FWISD.

J. Grading Policies: College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and FWISD's authority in this matter.

K. Recruitment, Selection and Enrollment of Students:

- (1) Student recruitment of FWISD eighth and ninth graders for any vacant slots will occur annually.
- (2) College will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- (3) FWISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- (4) Students will not be given permission to return to their home high school until the ECHS Principal has counseled with the student's parent(s) and/or guardian(s), and the original high school Principal. Modifications in placement shall be subject to FWISD's transfer policy.

L. Instructional Calendar:

- (1) The instructional calendar will be based on the college master calendar.
- (2) Instruction and testing will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with all parties to this MOU.

M. Transportation: FWISD shall transport ECHS students from the home campus to the ECHS campus and the College, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligation, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, FWISD shall maintain the insurance coverage agreed to by FWISD and the College. The provisions in this paragraph are solely for the benefit of the College, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

N. Student Code of Conduct:

ECHS students, faculty and staff shall adhere:

- Policies and procedures of FWISD;
- Policies and procedures of the College, including the Student Handbook;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teachers manual prepared by FWISD and approved by the College; and
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual

O. Media and Public Relations: Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and College protocols that are appropriate under the particular circumstances.

P. Student Progress and Support: The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. In addition to class size reduction for math and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. At the College, students will receive the same support services provided to all college students.

FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.

Q. Evaluation, Research and Development: Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

Annually, evaluation data will be collected by the party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Principal will lead the Early College Leadership Council in the annual review and report completion.

R. Project Reporting: Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.

- 4. Indemnification:** To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.
- 5. Renewal:** Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2023. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.
- 6. Right of Revocation:** Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall

give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

7. Discontinuation of Operation:

- A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

8. Assignment: No party may assign their interest in the MOU without the written permission of the other party.

9. Limitations of Authority:

- A. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied.
- B. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, FWISD and their respective legal advisors and Boards of Trustees.
- D. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

10. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. Applicable Law: This MOU and all materials and/or Issues collateral thereto shall be governed by the laws of the State of Texas.

12. Venue: Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

13. Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU if necessary.

14. Signatory Clause: The individuals executing this Agreement on behalf of the College District and FWISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Principal. All Parties hereby acknowledge that they have read and understood this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner _____ Date
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini _____ Date
Chancellor, Tarrant County College District

Approved as to Form : _____
ISD Legal Services _____ Date

Approved as to Form : _____
TCCD Legal Services _____ Date

**Facilities Use Agreement
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-Trinity River / Fort Worth ISD Collegiate/PTECH High School**

THIS FACILITIES USE AGREEMENT ("FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT ("TCCD"), A Texas political subdivision of higher education, and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Tarrant County College Trinity River / Fort Worth ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program ("MOU"), dated November ____, 2019 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this FUA mutually agree to the following:

1) Use of Facilities:

- FWISD will house an early college high school facility within Eastern Hills High School, 5701 Shelton Street, Fort Worth, TX 76112. Operations will commence on August 1, 2020.
- TCCD shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the FWISD. All other purposes will require the prior written consent of FWISD.
- By the beginning of the Spring semester of each academic year, FWISD and TCCD will agree upon the courses to be offered for the following academic year, at which point TCCD will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- Registration by ECHS students for ECHS-specific classes to be offered on TCCD's Trinity River Campus will take place during priority registration.

2) Furniture and Equipment:

- FWISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCCD teaches at the ECHS will be provided by TCCD and will remain the property of TCCD. TCCD shall be responsible to track and inventory all equipment purchased by TCCD and placed or installed at ECHS.
- The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy TCCD standards of selection. Provided, however, if it is conclusively determined that the party, its agent, employees,

invitees or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

- TCCD will be assigned areas in the ECHS for TCCD instructors to secure teacher equipment and supplies. FWISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of the TCCD.
- FWISD and TCCD will agree, before each semester, what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.

3) Maintenance:

- Maintenance/Custodial responsibilities will be that of FWISD and shall be to the same standard and intervals as other FWISD campuses.

4) Utilities:

- FWISD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- FWISD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff and faculty shall have access to the FWISD's communications and technology services as they are constituted from time to time, subject to the application of the FWISD's Acceptable Use Guidelines as they are promulgated from time to time.
- FWISD shall coordinate with TCCD to provide access at the ECHS facility to TCCD's communications and technology networks and services.

5) Insurance:

- FWISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and 2) causes of loss-special form (formerly "all -risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by FWISD. The foregoing insurance and any other insurance carried by FWISD may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of FWISD and under the FWISD's sole control. TCCD shall have no right or claim to any proceeds thereof or any rights thereunder.
- TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; 2) causes of loss-special form (formerly "all risk") property insurance covering the Furniture and other personal property of TCCD within the ECHS building in the amount of full replacement cost thereof; 3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute. Annually, by May 30 and anytime there is a change in coverage, TCCD shall provide FWISD with a

certificate of coverage or other document demonstrating TCCD's ability to self-insure.

6) **Ingress, Egress, Access and Parking:**

- FWISD grants TCCD reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and/or controlled by FWISD.
- FWISD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per FWISD policy, as it exists from time to time.
- Upon confirmation with TCCD, FWISD will issue to TCCD faculty keys to the classroom(s) to which they have been assigned. If an instructor needs access to the building at any time the building is closed, the TCCD administrator shall make arrangements with FWISD for access.
- Should TCCD require access to the ECHS building other than during normal operating hours, it will require the prior written consent of FWISD.

7) **Safety and Health:**

- Video surveillance and key card/automatic lock system for the ECHS facility will be provided by FWISD, pursuant to FWISD's facilities guidelines and procedures.
- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCCD shall not designate ECHS as an area where concealed weapons may be carried.

8) **Expiration or Termination:**

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to FWISD, and any furniture or equipment owned by TCCD will be removed by TCCD.
- TCCD shall be responsible for any damage caused by the removal of its furniture and equipment from FWISD's property.
- TCCD will use its best efforts to remove all of its furniture and equipment from the ECHS facility on or before thirty (30) days after the expiration or earlier termination of the MOU. In the event TCCD fails to remove all of the furniture and equipment as herein above provided, FWISD shall give TCCD written notice requesting removal, and if TCCD has not removed such remaining items on or before thirty (30) days after the date of such notice, FWISD shall have the right to inventory and/or utilize such remaining furniture and equipment without compensation to TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner Date _____
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini Date _____
Chancellor, Tarrant County College District

Approved as to Form: _____ Date _____
ISD Legal Services

Approved as to Form: _____ Date _____
TCCD Legal Services

**Operations Manual
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-Trinity River / Fort Worth ISD Collegiate/PTECH High School**

THIS OPERATIONS MANUAL ("OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College Trinity River Campus ("TCCD") and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated from November _____ 2019 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this OM mutually agree to the following:

1. Safety and Health:

- FWISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health tests on or before the first day of each academic term.
- TCCD shall provide all ECHS students, faculty and staff who will be on-campus at TCCD with standard TCCD identification badges.
- FWISD shall require that ECHS students wear their TCCD identification badges at all times when they are on TCCD property.
- FWISD shall be responsible for Clery reporting to the TCCD Police Department for all activity within the portion(s) of the FWISD facility that is used for ECHS operations when that portion of the facility is in use for ECHS purposes.
- FWISD shall make such reports to the TCCD Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- FWISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether FWISD, TCCD or contract custodial. TCCD will cover the cost of required fingerprinting for TCCD faculty assigned to the ECHS campus. All other charges associated with FWISD background checks will be borne by FWISD.

2. Operations:

- FWISD shall ensure that attendance and grades are correctly and timely entered in FWISD's

administrative software.

- TCCD shall insure that grades for College courses are correctly and timely entered in TCCD's administrative software.
- TCCD will not provide ECHS students with computers, laptops or e-readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.
- FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.
- ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

3. Expiration of Termination:

- Expiration or earlier termination of the MOU shall automatically terminate this OM.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Dr. Kent P. Scribner Date _____
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini Date _____
Chancellor, Tarrant County College District

Approved as to Form: _____
ISD Legal Services Date _____

Approved as to Form: _____
TCCD Legal Services Date _____

Eastern Hills PTECH Crosswalk
Associate of Applied Sciences - Cybersecurity/HS Diploma

9 th Grade		10 th Grade		11 th Grade		12 th Grade		
	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School	English I (Regular or PAP)	English I (Regular or PAP)	English II (Regular or PAP)	English II (Regular or PAP)	English III (Regular, PAP, Onramps or DC)	English III (Regular, PAP, Onramps or DC)	English IV (Regular, AP, Onramps or DC)	English IV (Regular, AP, Onramps or DC)
	World Geography (Regular or PAP)	World Geography (Regular or PAP)	World History (Regular or PAP)	World History (Regular or PAP)	US History (DC, OR, or Regular)	US History (DC, OR, or Regular)	US Government (DC, AP or Regular)	Economics (DC, AP or Regular)
	Algebra I or Geometry (Regular or PAP)	Algebra I or Geometry (Regular or PAP)	Geometry or Algebra II (Regular or PAP)	Geometry or Algebra II (Regular or PAP)	Algebra II or Pre-Calculus (Regular, PAP, or DC)	Algebra II or Pre-Calculus (Regular, PAP, or DC)	Calculus or Pre-Calculus (Regular, PAP, AP or DC)	Calculus or Pre-Calculus (Regular, PAP, AP or DC)
	Biology (Regular or PAP)	Biology (Regular or PAP)	Chemistry (Regular or PAP)	Chemistry (Regular or PAP)	Physics (Regular or OR)	Physics (Regular or OR)	Advanced Science (Regular, AP, OR, or DC)	Advanced Science (Regular, AP, OR, or DC)
HS Reqs	Health	PE	Computer Science 2 (LOTE) Fine Arts DC	Computer Science 2 (LOTE) Speech DC	PE			
CTE	Principles of IT (COSC 1301) Computer Science 1 (ITSC 1305, LOTE)	Foundations of Cybersecurity (ITSY 1300) Networking (ITNW 1425)	Computer Programming 1 (COSC 1436)	Fundamentals of Computer Science (ITSC 1425)	Internetworking Technologies 1A (ITSY 2400) Digital Forensics A (ITSY 2341)	Internetworking Technologies 1B (ITSY 2401) No Articulation for ITSY 2330	Digital Forensics B (ITSY 2342) No articulation for ITSY 2372	Cybersecurity Capstone (ITSY 2459)
Elective	AVID 1	AVID 1	AVID 2	AVID 2	1 Student Choice	2 Student Choice	2 Student Choice	3 Student Choice
College	COSC 1301 ^a	ITSY 1300	COSC 1436	ITSC 1425 ^b	ITSY 2400 ^a	ITSY 2401 ^a	ITSY 2342 ^b	ITSY 2459
	ITSC 1305 ^a	ITNW 1425			ITSY 2341 ^a	ITSY 2330 ^a	ITSY 2372 ^b	
			ARTS 1301 ⁴ or DRAM 1310 ⁴ or MUSI 1310 ⁴	SPCH 1311 ² or SPCH 1315 ² or SPCH 1321 ²	MATH 1314 ³ or MATH 1316 ³ or MATH 2412 ³ or MATH 2413 ³		MATH 1314 ³ or MATH 1316 ³ or MATH 2412 ³ or MATH 2413 ³	PSYC 2301 ⁵ or ECON 2301 ⁵ or SOCI 1301 ⁵
				ENGL 1301 ¹	ENGL 1302 or ENGL 2311	ENGL 1301 ¹	ENGL 1302 or ENGL 2311	
College Hours	Up to 6 Hours	Up to 7 Hours	Up to 7 Hours	Up to 7 Hours	Up to 14 Hours	Up to 10 Hours	Up to 13 Hours	Up to 10 Hours

Level 1 Certificate of Completion: Cybersecurity Specialist (27 hours, Blue Highlighted Courses):

^a: 27 hours of Cybersecurity Specialist coursework (COSC 1301 and ITSC 1305 and ITNW 1425 and ITSY 1300 and ISTY 2401 and ITSY 2341 and ITSY 2400 and ITSY 2330)

Level 2 Certificate of Completion: Ethical Hacking (47 hours, Blue and Green Highlighted Courses):

^a: 27 hours of Cybersecurity Specialist coursework (COSC 1301 and ITSC 1305 and ITNW 1425 and ITSY 1300 and ISTY 2401 and ITSY 2341 and ITSY 2400 and ITSY 2330)

^b: 14 hours of Computer Science coursework (ITSC 1425 and COSC 1436 and ITSY 2342 and ITSY 2372)

¹: 3 hours of Composition (ENGL 1301)

²: 3 hours of Speech and Communication Skills (SPCH 1311 or SPCH 1315 or SPCH 1321)

Associate Degree: Associate of Applied Science – Cybersecurity (60 hours; Blue, Green, and Purple Highlighted Courses):

^a: 27 hours of Cybersecurity Specialist (Level I certificate) coursework (COSC 1301 and ITSC 1305 and ITNW 1425 and ITSY 1300 and ISTY 2401 and ITSY 2341 and ITSY 2400 and ITSY 2330)

^b: 14 hours of Ethical Hacking (Level II coursework) coursework (ITSC 1425 and COSC 1436 and ITSY 2342 and ITSY 2372)

^c: 4 hours of Capstone coursework (ITSY 2459)

¹: 3 hours of Composition (ENGL 1301)

²: 3 hours of Speech and Communication Skills (SPCH 1311 or SPCH 1315 or SPCH 1321)

³: 3 hours of Mathematics (MATH 1314 or MATH 1342 or MATH 2412 or MATH 2413)

⁴: 3 hours of Creative Arts (ARTS 1301 or DRAM 1310 or MUSI 1310)

⁵: 3 hours of Social or Behavioral Science (ECON 2301 or PSYC 2301 or SOCI 1301)

Eastern Hills PTECH Crosswalk
Associate of Applied Sciences - Programming/HS Diploma

Eastern Hills PTECH Crosswalk								
Associate of Applied Sciences - Programming/HS Diploma								
9th Grade		10th Grade		11th Grade		12th Grade		
	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School	English I (Regular or PAP)	English I (Regular or PAP)	English II (Regular or PAP)	English II (Regular or PAP)	English III (Regular, PAP, Onramps or DC)	English III (Regular, PAP, Onramps or DC)	English IV (Regular, AP, Onramps or DC)	English IV (Regular, AP, Onramps or DC)
	World Geography (Regular or PAP)	World Geography (Regular or PAP)	World History (Regular or PAP)	World History (Regular or PAP)	US History (DC, OR, or Regular)	US History (DC, OR, or Regular)	US Government (DC, AP or Regular)	Economics (DC, AP or Regular)
	Algebra I or Geometry (Regular or PAP)	Algebra I or Geometry (Regular or PAP)	Geometry or Algebra II (Regular or PAP)	Geometry or Algebra II (Regular or PAP)	Algebra II or Pre-Calculus (Regular, PAP, or DC)	Algebra II or Pre-Calculus (Regular, PAP, or DC)	Calculus or Pre-Calculus (Regular, PAP, AP or DC)	Calculus or Pre-Calculus (Regular, PAP, AP or DC)
	Biology (Regular or PAP)	Biology (Regular or PAP)	Chemistry (Regular or PAP)	Chemistry (Regular or PAP)	Physics (Regular or OR)	Physics (Regular or OR)	Advanced Science (Regular, AP, OR, or DC)	Advanced Science (Regular, AP, OR, or DC)
HS Reqs	Health	PE	Computer Science 2 (LOTE) Fine Arts DC	Computer Science 2 (LOTE) Speech DC	PE			
CTE	Principles of IT (COSC 1301) Computer Science 1 (ITSC 1305, LOTE)	Foundations of Cybersecurity (ITSY 1300) Networking (ITNW 1425)	Computer Programming 1 (COSC 1436)	Fundamentals of Computer Science (ITSC 1425)	Computer Programming II (COSC 1437) No Articulation for ITSE 1479	Computer Science II (COSC 2436) No Articulation for ITSE 2417	No Articulation for ITSE 2409	Engineering Applications of Computer Science Principles (ITSE 1450)
Elective	AVID 1	AVID 1	AVID 2	AVID 2	1 Student Choice	2 Student Choice	3 Student Choice	3 Student Choice
College	COSC 1301 ^a	ITSY 1300	COSC 1436	ITSC 1425 ^b	ITSE-1479 ^a	ITSE-2417 ^a	ITSE-2409 ^b	ITSE-1450 ^b
	ITSC 1305 ^a	ITNW 1425			COSC 1437 ^a	COSC-2436 ^b		
			ARTS 1301 ⁴ or DRAM 1310 ⁴ or MUSI 1310 ⁴	SPCH 1311 ² or SPCH 1315 ² or SPCH 1321 ²	MATH 1314 ³ or MATH 1316 ³ or MATH 2412 ³ or MATH 2413 ³		MATH 1314 ³ or MATH 1316 ³ or MATH 2412 ³ or MATH 2413 ³	PSYC 2301 ⁵ or ECON 2301 ⁵ or SOCI 1301 ⁵
				ENGL 1301 ¹	ENGL 1302 or ENGL 2311	ENGL 1301 ¹	ENGL 1302 or ENGL 2311	
College Hours	Up to 6 Hours	Up to 7 Hours	Up to 7 Hours	Up to 7 Hours	Up to 15 Hours	Up to 11 Hours	Up to 11 Hours	Up to 10 Hours

Level 1 Certificate of Completion: Programming I (16 hours, Blue Highlighted Courses):

^a: 16 hours of Programming I coursework (COSC 1436 and COSC 1437 and ITSE 2417 and ITSE 1479)

Level 2 Certificate of Completion: Programming II (45 hours, Blue and Green Highlighted Courses):

^a: 16 hours of Programming I coursework (COSC 1436 and COSC 1437 and ITSE 2417 and ITSE 1479)

^b: 29 hours of Programming II coursework (COSC 1301 and ITSC 1305 and ITSC 1425 and ITNW 1425 and ITSY 1300 and ITSE 2409 and COSC 2436 and ITSE 1450)

Associate Degree: Associate of Applied Science – Programming (60 hours; Blue, Green, and Purple Highlighted Courses):

^a: 16 hours of Programming I coursework (COSC 1436 and COSC 1437 and ITSE 2417 and ITSE 1479)

^b: 29 hours of Programming II coursework (COSC 1301 and ITSC 1305 and ITSC 1425 and ITNW 1425 and ITSY 1300 and ITSE 2409 and COSC 2436 and ITSE 1450)

¹: 3 hours of Composition (ENGL 1301)

²: 3 hours of Speech and Communication Skills (SPCH 1311 or SPCH 1315 or SPCH 1321)

³: 3 hours of Mathematics (MATH 1314 or MATH 1342 or MATH 2412 or MATH 2413)

⁴: 3 hours of Creative Arts (ARTS 1301 or DRAM 1310 or MUSI 1310)

⁵: 3 hours of Social or Behavioral Science (ECON 2301 or PSYC 2301 or SOCI 1301)

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College Trinity River Campus (hereinafter referred to as "College") and Fort Worth Independent School District (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code,

WHEREAS, the parties to this MOU will establish an Early College High School (herein so called, or "ECHS") in the 2020-2021 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, Services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; (4) have limited financial resources, and as a result the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree, or two years of college credit toward a Bachelor's Degree, the parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree; and

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work; improve academic performance and self-concept; and increase high school and college/university completion rates.

WHEREAS, it is the intention of the parties that the P-Tech shall be operated in accordance with the legislative grant of authority for Pathways in Technology Early College High School in Texas Education Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Term:

- a) The term of this agreement shall commence upon signature dates found on the last page of this MOU.
- b) The MOU will end on June 30, 2023, unless otherwise amended.

2. Guiding Principles: The College and FWISD will function on the following principles:

- a) Establishment of a mutually beneficial partnership between the College and FWISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development and student services.
- c) Provision of rigorous college readiness, technical and early college credit courses.
- d) Financial collaboration that addresses costs of all parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of FWISD.
- h) Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, high school and college counselors.
- i) Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.

3. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

A. Governance:

- (1) The Early College High School will:
 - a. Be governed by FWISD and subject to FWISD's and federal policies, and
 - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD and the College.
- (2) The FWISD ECHS Principal
 - a. Within the rules and guidelines established by TEA and FWISD, will have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum and scheduling;

- vi. Campus Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the school.
- b. Will direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
 - c. Will report to the FWISD superintendent or his/her designee through the established FWISD governance structure;
 - d. Will be the primary contact for the ECHS with the community and the College.

(3) Early College Leadership Council

- a. Serves as an advisory committee to the ECHS Principal in establishing procedures and developing a coherent program across parties.
- b. Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues and challenges; and
 - iii. Recommendations to the ECHS Principal for effective coordination and collaboration in the planning and continual development of the ECHS program.

B. Awarding Credit for Courses: The College will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College:

The College shall have the following duties:

- (1) Waive tuition for students duly enrolled in the ECHS approved college courses;
- (2) Provide selection of text materials for college courses;
- (3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- (4) Ensure that syllabi and course documents are followed;
- (5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;

- (6) Ensure that all College core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;
- (7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Crosswalk for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
- (8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
- (9) Pay salaries of instructors who teach college courses;
- (10) Provide academic support for ECHS students;
- (11) If applicable, provide an area per FWISD and state and federal requirements in which students may eat lunch/meals that FWISD provides;
- (12) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus; and
- (13) Administer TSI testing at the ECHS site according to the Testing Partnership Agreement.

D. Duties of FWISD:

FWISD shall have the following duties:

- (1) Consult with College faculty who teach college courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments of Academic Readiness ("STAAR") tests and end of course testing and match the requirements of the THECB to ensure rigor;
- (2) Pay the salaries of FWISD instructors and instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS; and
- (4) Ensure that all FWISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.

E. Enhanced Educational Opportunities: The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.

F. Faculty: Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas.

FWISD employees that teach classes at ECHS will meet all state and federal requirements. In addition, individuals who meet necessary qualifications will be granted "Adjunct Instructor Faculty Status" by the College and will be permitted to teach College level courses, when needed, adhering to the College course requirements.

Faculty members of ECHS employed by FWISD will be evaluated annually by the FWISD, using FWISD guidelines in accordance with FWISD School Board policy. Faculty employed by the College will be evaluated annually in accordance with

College policies and procedures.

G. Classroom and Office Facilities:

- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
- (2) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- (3) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- (4) The furniture in the ECHS facility will be paid for by FWISD.

H. Tuition and Fees: The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost.

I. Books and Supplemental Materials:

- (1) College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
- (2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (4) College approved textbooks purchased by FWISD for cohort classes may be used for a time period of three years once the book is selected.
- (5) All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by FWISD.

J. Grading Policies: College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and FWISD's authority in this matter.

K. Recruitment, Selection and Enrollment of Students:

- (1) Student recruitment of FWISD eighth and ninth graders for any vacant slots will occur annually.
- (2) College will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- (3) FWISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- (4) Students will not be given permission to return to their home high school until the ECHS Principal has counseled with the student's parent(s) and/or guardian(s), and the original high school Principal. Modifications in placement shall be subject to FWISD's transfer policy.

L. Instructional Calendar:

- (1) The instructional calendar will be based on the college master calendar.
- (2) Instruction and testing will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with all parties to this MOU.

M. Transportation: FWISD shall transport ECHS students from the home campus to the ECHS campus and the College, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligation, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, FWISD shall maintain the insurance coverage agreed to by FWISD and the College. The provisions in this paragraph are solely for the benefit of the College, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

N. Student Code of Conduct:

ECHS students, faculty and staff shall adhere:

- Policies and procedures of FWISD;
- Policies and procedures of the College, including the Student Handbook;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teachers manual prepared by FWISD and approved by the College; and
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual

O. Media and Public Relations: Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and College protocols that are appropriate under the particular circumstances.

P. Student Progress and Support: The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. In addition to class size reduction for math and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. At the College, students will receive the same support services provided to all college students.

FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.

Q. Evaluation, Research and Development: Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

Annually, evaluation data will be collected by the party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Principal will lead the Early College Leadership Council in the annual review and report completion.

R. Project Reporting: Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.

- 4. Indemnification:** To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.
- 5. Renewal:** Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2023. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.
- 6. Right of Revocation:** Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall

give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

7. Discontinuation of Operation:

- A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

8. Assignment: No party may assign their interest in the MOU without the written permission of the other party.

9. Limitations of Authority:

- A. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied.
- B. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, FWISD and their respective legal advisors and Boards of Trustees.
- D. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

10. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. Applicable Law: This MOU and all materials and/or Issues collateral thereto shall be governed by the laws of the State of Texas.

12. Venue: Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

13. Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU if necessary.

14. Signatory Clause: The individuals executing this Agreement on behalf of the College District and FWISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Principal. All Parties hereby acknowledge that they have read and understood this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner _____ Date
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini _____ Date
Chancellor, Tarrant County College District

Approved as to Form : _____
ISD Legal Services _____ Date

Approved as to Form : _____
TCCD Legal Services _____ Date

**Facilities Use Agreement
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-Trinity River / Fort Worth ISD Collegiate/PTECH High School**

THIS FACILITIES USE AGREEMENT ("FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT ("TCCD"), A Texas political subdivision of higher education, and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Tarrant County College Trinity River / Fort Worth ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program ("MOU"), dated November ____, 2019 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this FUA mutually agree to the following:

1) Use of Facilities:

- FWISD will house an early college high school facility within Northside High School, 2211 Mckinley Avenue, Fort Worth, TX 76164. Operations will commence on August 1, 2020.
- TCCD shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the FWISD. All other purposes will require the prior written consent of FWISD.
- By the beginning of the Spring semester of each academic year, FWISD and TCCD will agree upon the courses to be offered for the following academic year, at which point TCCD will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- Registration by ECHS students for ECHS-specific classes to be offered on TCCD's Trinity River Campus will take place during priority registration.

2) Furniture and Equipment:

- FWISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCCD teaches at the ECHS will be provided by TCCD and will remain the property of TCCD. TCCD shall be responsible to track and inventory all equipment purchased by TCCD and placed or installed at ECHS.
- The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy TCCD standards of selection. Provided, however, if it is conclusively determined that the party, its agent, employees,

invitees or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

- TCCD will be assigned areas in the ECHS for TCCD instructors to secure teacher equipment and supplies. FWISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of the TCCD.
- FWISD and TCCD will agree, before each semester, what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.

3) Maintenance:

- Maintenance/Custodial responsibilities will be that of FWISD and shall be to the same standard and intervals as other FWISD campuses.

4) Utilities:

- FWISD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- FWISD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff and faculty shall have access to the FWISD's communications and technology services as they are constituted from time to time, subject to the application of the FWISD's Acceptable Use Guidelines as they are promulgated from time to time.
- FWISD shall coordinate with TCCD to provide access at the ECHS facility to TCCD's communications and technology networks and services.

5) Insurance:

- FWISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and 2) causes of loss-special form (formerly "all -risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by FWISD. The foregoing insurance and any other insurance carried by FWISD may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of FWISD and under the FWISD's sole control. TCCD shall have no right or claim to any proceeds thereof or any rights thereunder.
- TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; 2) causes of loss-special form (formerly "all risk") property insurance covering the Furniture and other personal property of TCCD within the ECHS building in the amount of full replacement cost thereof; 3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute. Annually, by May 30 and anytime there is a change in coverage, TCCD shall provide FWISD with a

certificate of coverage or other document demonstrating TCCD's ability to self-insure.

6) **Ingress, Egress, Access and Parking:**

- FWISD grants TCCD reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and/or controlled by FWISD.
- FWISD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per FWISD policy, as it exists from time to time.
- Upon confirmation with TCCD, FWISD will issue to TCCD faculty keys to the classroom(s) to which they have been assigned. If an instructor needs access to the building at any time the building is closed, the TCCD administrator shall make arrangements with FWISD for access.
- Should TCCD require access to the ECHS building other than during normal operating hours, it will require the prior written consent of FWISD.

7) **Safety and Health:**

- Video surveillance and key card/automatic lock system for the ECHS facility will be provided by FWISD, pursuant to FWISD's facilities guidelines and procedures.
- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCCD shall not designate ECHS as an area where concealed weapons may be carried.

8) **Expiration or Termination:**

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to FWISD, and any furniture or equipment owned by TCCD will be removed by TCCD.
- TCCD shall be responsible for any damage caused by the removal of its furniture and equipment from FWISD's property.
- TCCD will use its best efforts to remove all of its furniture and equipment from the ECHS facility on or before thirty (30) days after the expiration or earlier termination of the MOU. In the event TCCD fails to remove all of the furniture and equipment as herein above provided, FWISD shall give TCCD written notice requesting removal, and if TCCD has not removed such remaining items on or before thirty (30) days after the date of such notice, FWISD shall have the right to inventory and/or utilize such remaining furniture and equipment without compensation to TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner _____ Date
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini _____ Date
Chancellor, Tarrant County College District

Approved as to Form: _____
ISD Legal Services _____ Date

Approved as to Form: _____
TCCD Legal Services _____ Date

**Operations Manual
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-Trinity River / Fort Worth ISD Collegiate/PTECH High School**

THIS OPERATIONS MANUAL ("OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College Trinity River Campus ("TCCD") and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated from November _____ 2019 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this OM mutually agree to the following:

1. Safety and Health:

- FWISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health tests on or before the first day of each academic term.
- TCCD shall provide all ECHS students, faculty and staff who will be on-campus at TCCD with standard TCCD identification badges.
- FWISD shall require that ECHS students wear their TCCD identification badges at all times when they are on TCCD property.
- FWISD shall be responsible for Clery reporting to the TCCD Police Department for all activity within the portion(s) of the FWISD facility that is used for ECHS operations when that portion of the facility is in use for ECHS purposes.
- FWISD shall make such reports to the TCCD Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- FWISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether FWISD, TCCD or contract custodial. TCCD will cover the cost of required fingerprinting for TCCD faculty assigned to the ECHS campus. All other charges associated with FWISD background checks will be borne by FWISD.

2. Operations:

- FWISD shall ensure that attendance and grades are correctly and timely entered in FWISD's

administrative software.

- TCCD shall insure that grades for College courses are correctly and timely entered in TCCD's administrative software.
- TCCD will not provide ECHS students with computers, laptops or e-readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.
- FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.
- ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

3. Expiration of Termination:

- Expiration or earlier termination of the MOU shall automatically terminate this OM.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Dr. Kent P. Scribner _____
Superintendent, Fort Worth Independent School District Date

Dr. Eugene Giovannini _____
Chancellor, Tarrant County College District Date

Approved as to Form: _____
ISD Legal Services _____
Date

Approved as to Form: _____
TCCD Legal Services _____
Date

North Side HS PTECH

Associate of Arts Degree

9 th Grade		10 th Grade		11 th Grade		12 th Grade		
	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School- 8 period day	1-English I or II	English I or II	1-English II or *III	English II or *III	1-*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
	2-Algebra I or Geometry	Algebra I or Geometry	2-Geometry or Algebra II	Geometry or Algebra II	2-Algebra II or *Pre-Calculus	Algebra II, *Pre-Calculus, or	*Pre-Calculus or *Calculus or *Statistics	*Pre-Calculus or *Calculus or *Statistics
	3-World Geography	World Geography	3-World History	World History	3-*US History	*US History	*Government	Economics
	4-Biology	Biology	4-*Chemistry	*Chemistry	4-AP Biology or Physics	AP Biology or Physics	4 th Year Science*	4 th Year Science*
	5-AVID or Similar	AVID or Similar	5-*Speech	*Psychology	5- Art			
HS Reqs	6-*World Language 7-*PE	*World Language *PE	6-World Language	World Language				
	CTE	8-*Principles of Health Science	*Principles of Health Science (counts for health)	7-8 *Health Sci. Theory	Health Sci. Theory	6-8 Practicum 1 PCT	Practicum 1	(Practicum 2)
College				HPRS 1304~	Art 1301	ENGL 1301	ENGL 1302 or ENGL 2311	ENGL 2322
	KINE 1164	KINE 1129	SPCH 1311	PSYC 2301	MATH 1314 or 1342	GOVT 2306	GOVT 2305	PSYC 2314~
	HPRS 1201~	HPRS 1206~			HIST 1301	HIST 1302	BIOL 2401	BIOL 2402
					HPRS 2200~	HPRS 2201~		
Credits	3 hours	3 hours	6 hours	6 hours	11 hours	11 hours	10 hours	10 hours
	*TSI compliance or TSI waiver will determine if the course is taken for dual credit. ~elective credits for AA		Associates Degree: Associate of Arts Certification: Patient Care Technician (PCT), or Certified Nurse Assistant (CNA)			Stackable Certifications/Certificates: Pharmacy Technician (PhT), Dementia Specialist Certificate, Emergency Medical Technician (EMT)		

Associate Degree: Associate of Arts (60 hours):

3 hours of Composition (ENGL 1302 or ENGL 2311)

3 hours of Mathematics (MATH 1314 or MATH 1342)

3 hours of Creative Arts (ARTS 1301)

3 hours of Language, Culture, and Philosophy (ENGL 2322)

6 hours of American History (HIST 1301 and HIST 1302)

6 hours of Government and Political Science (GOVT 2305 and GOVT 2306)

2 hours of Health and Wellness (KINE 1164 and KINE 1129)

3 hours of Electives (ENGL 2323)

11 hours of Health Professions Electives (HPRS 1201 and HPRS 1304 and HPRS 1206 and HPRS 2200 and HPRS 2201)

3 hours of Composition (ENGL 1301)

6 hours of Behavioral Science (PSYC 2301 and PSYC 2314)

3 hours of Speech and Communication Skills (SPCH 1311)

8 hours of Life and Physical Science (BIOL 2401 and BIOL 2402)

North Side HS PTECH

Associate of Arts Degree w/ CNA, PCT, PhT or EMT

9 th Grade		10 th Grade		11 th Grade		12 th Grade		
High School- 8 period day	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
	1-English I or II	English I or II	1-English II or *III	English II or *III	1-*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
	2-Algebra I or Geometry	Algebra I or Geometry	2-Geometry or Algebra II	Geometry or Algebra II	2-Algebra II or *Pre-Calculus	Algebra II, *Pre-Calculus, or	*Pre-Calculus or *Calculus or *Statistics	*Pre-Calculus or *Calculus or *Statistics
	3-World Geography	World Geography	3-World History	World History	3-*US History	*US History	*Government	Economics
	4-Biology	Biology	4-*Chemistry	*Chemistry	4-AP Biology or Physics	AP Biology or Physics	4 th Year Science*	4 th Year Science*
	5-AVID or similar	AVID or similar	5-*Psychology 6-World Language					
HS Reqs	6-*World Language 7-*PE	*World Language *PE		5-*Speech	5- Art			
CTE	8-*Principles of Health Science	*Principles of Health Science (counts for health)	7-8 *Health Sci. Theory	Health Sci. Theory	6-8 Practicum 1 CNA	Practicum 1	(Practicum 2)	(Practicum 2)
College	SPAN 1411~	SPAN 1412~	SPCH 1311	PSYC 2301	ENGL 1301	ENGL 1302 or ENGL 2311	ENGL 1301 or ENGL 2322	ENGL 1302 or ENGL 2311, or ENG 2323
	KINE 1164		HPRS 1304~		MATH 1314 or 1342	GOVT 2306	GOVT 2305	
	HPRS 1201~	HPRS 1206~	SPAN 2311		HIST 1301	HIST 1302	BIOL 2401 or 1406	BIOL 2402 or 1407
					ARTS 1301	PSYC 2314~		
	7 hours	6 hours	9 hours	3 hours	12 hours	12 hours	10 hours	7 hours

	<p>*TSI compliance or TSI waiver will determine if the course is taken for dual credit. ~elective credits for AA</p>	<p>Associates Degree: Associate of Arts Certification: CNA, PCT, PhT, or EMT</p>	<p>Stackable Certifications/Certificates: Pharmacy Technician (PhT), Dementia Specialist Certificate, Emergency Medical Technician (EMT), Patient Care Technician (PCT)</p>
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Associate Degree: Associate of Arts (60 hours):

6 hours of Composition (ENGL 1301 and ENGL 1302 or ENGL 2311)

3 hours of Mathematics (MATH 1314 or MATH 1342)

3 hours of Creative Arts (ARTS 1301)

3 hours of Language, Culture, and Philosophy (SPAN 2311)

6 hours of American History (HIST 1301 and HIST 1302)

6 hours of Government and Political Science (GOVT 2305 and GOVT 2306)

1 hour of Health and Wellness (KINE 1164)

11 hours of Electives (PSYC 2314 or SPAN 1411 or SPAN 1412)

7 hours of Health Professions Electives (HPRS 1201 and HPRS 1304 and HPRS 1206)

3 hours of Behavioral Science (PSYC 2301)

3 hours of Speech and Communication Skills (SPCH 1311)

8 hours of Life and Physical Science (BIOL 2401 or BIOL 2402 or BIOL 1406 or BIOL 1407)

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College South Campus (hereinafter referred to as "College") and Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district, (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code,

WHEREAS, the parties to this MOU will establish an Early College High School (herein so called, or "ECHS") in the 2020-2021 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; and (4) have limited financial resources, and as a result the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree, or two years of college credit toward a Bachelor's Degree, the parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree; and

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work; improve academic performance and self-concept; and increase high school and college/university completion rates.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Term:

- a) The term of this agreement shall commence upon signature dates found on the last page of this MOU.
- b) The MOU will end on June 30, 2023, unless otherwise amended.

2. Guiding Principles: The College and FWISD will function on the following principles:

- a) Establishment of a mutually beneficial partnership between the College and FWISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development and student services.
- c) Provision of rigorous college readiness, technical and early college credit courses.
- d) Financial collaboration that addresses costs of all parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of FWISD.
- h) Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, high school and college counselors.
- i) Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.

3. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

A. Governance:

- (1) The Early College High School will:
 - a. Be governed by FWISD and be subject to FWISD's policies, and state and federal law, and
 - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by TEA, FWISD and the College.
- (2) The FWISD ECHS Principal will:
 - a. Within the rules and guidelines established by TEA and FWISD, have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. Campus Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and

needs of the school.

- b. Direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
- c. Report to the FWISD superintendent or his/her designee through the established FWISD governance structure; and
- d. Be the primary contact for the ECHS with the community and the College.

(3) The Early College Leadership Council

- a. Serves as an advisory committee to the ECHS Principal in establishing procedures and developing a coherent program across parties.
- b. Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues and challenges; and
 - iii. Recommendations to the ECHS Principal for effective coordination and collaboration in the planning and continual development of the ECHS program.

B. Awarding Credit for Courses: The College will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College:

The College shall have the following duties:

- (1) Waive tuition for students duly enrolled in the ECHS approved college courses;
- (2) Provide selection of text materials for college courses;
- (3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- (4) Ensure that syllabi and course documents are followed;
- (5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (6) Ensure that all College core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;
- (7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Crosswalk for Early College High School and the standards established by TEA, applicable accrediting agencies, and the

- College;
- (8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
 - (9) Pay salaries of instructors who teach college courses;
 - (10) Provide academic support for ECHS students;
 - (11) If applicable, provide an area per FWISD and state and federal requirements in which students may eat lunch/meals that FWISD provides;
 - (12) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus; and
 - (13) Administer TSI testing at the ECHS site in a mutually agreed upon schedule.

D. Duties of FWISD:

FWISD shall have the following duties:

- (1) Consult with College faculty who teach college courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments of Academic Readiness ("STAAR") tests and end of course testing and match the requirements of the THECB to ensure rigor;
- (2) Pay the salaries of FWISD instructors and FWISD instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS; and
- (4) Ensure that all FWISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.

E. Enhanced Educational Opportunities: The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.

F. Faculty: Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas.

FWISD employees that teach classes at ECHS will meet all state and federal requirements. In addition, individuals who meet necessary qualifications will be granted "Adjunct Instructor Faculty Status" by the College and will be permitted to teach College level courses, when needed, adhering to the College course requirements.

Faculty members of ECHS employed by FWISD will be evaluated annually by the FWISD, using FWISD guidelines in accordance with FWISD School Board policy. Faculty employed by the College will be evaluated annually in accordance with College policies and procedures.

G. Classroom and Office Facilities:

- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.

- (2) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- (3) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- (4) The furniture in the ECHS facility will be paid for by FWISD.

H. Tuition and Fees: The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost.

I. Books and Supplemental Materials:

- (1) College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
- (2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (4) College approved textbooks purchased by FWISD for cohort classes may be used for a time period of three years once the book is selected.
- (5) All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by FWISD.

J. Grading Policies: College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and FWISD's authority in this matter.

K. Recruitment, Selection and Enrollment of Students:

- (1) Student recruitment of FWISD eighth and ninth graders for any vacant slots will occur annually.
- (2) College will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- (3) FWISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- (4) Students will not be given permission to return to their home high school until the ECHS Principal has counseled with the student's parent(s) and/or guardian(s), and the original high school Principal. Modifications in placement shall be subject to FWISD's transfer policy.

L. Instructional Calendar:

- (1) The instructional calendar will be based on the college master calendar.
- (2) Instruction and testing will follow the State Board of Education and TEA compliance standards.

(3) Inclement weather procedures will be established in consultation with all parties to this MOU.

M. Transportation: FWISD shall transport ECHS students from the home campus to the ECHS campus and the College, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligation, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, FWISD shall maintain the insurance coverage agreed to by FWISD and the College. The provisions in this paragraph are solely for the benefit of the College, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

N. Student Code of Conduct:

ECHS students, faculty and staff shall adhere to:

- Policies and procedures of FWISD;
- Policies and procedures of the College;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teacher's manual prepared by FWISD and approved by the College; and
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual

O. Media and Public Relations: Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and College protocols that are appropriate under the particular circumstances.

P. Student Progress and Support: The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. In addition to class size reduction for math and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. At the College, students will receive the same support services provided to all college students.

FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate

degree plans.

Q. Evaluation, Research and Development: Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

Annually, evaluation data will be collected by the party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Principal will lead the Early College Leadership Council in the annual review and report completion.

R. Project Reporting: Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.

4. Indemnification: To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.

5. Renewal: Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2023. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.

6. Right of Revocation: Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the

parties. If MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

7. Discontinuation of Operation:

- A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

8. Assignment: No party may assign their interest in the MOU without the written permission of the other party.

9. Limitations of Authority:

- A. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied.
- B. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, FWISD and their respective legal advisors and Boards of Trustees.
- D. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

10. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. Applicable Law: This MOU and all materials and/or Issues collateral thereto shall be

governed by the laws of the State of Texas.

12. Venue: Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

13. Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU if necessary.

14. Signatory Clause: The individuals executing this Agreement on behalf of the College District and FWISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Principal. All Parties hereby acknowledge that they have read and understood this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner _____ Date
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini _____ Date
Chancellor, Tarrant County College District

Approved as to Form : _____
ISD Legal Services _____ Date

Approved as to Form : _____
TCCD Legal Services _____ Date

**Facilities Use Agreement
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-South / Fort Worth ISD Collegiate High School**

THIS FACILITIES USE AGREEMENT ("FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT ("TCCD"), A Texas political subdivision of higher education, and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Tarrant County College South / Fort Worth ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program ("MOU"), dated from _____, 2020 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this FUA mutually agree to the following:

1) Use of Facilities:

- FWISD will house an early college high school facility within Southwest High School, 4100 Altamesa Blvd., Fort Worth, TX 76133. Operations will commence on August 1, 2020.
- TCCD shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the FWISD. All other purposes will require the prior written consent of FWISD.
- By the beginning of the Spring semester of each academic year, FWISD and TCCD will agree upon the courses to be offered for the following academic year, at which point TCCD will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- Registration by ECHS students for ECHS-specific classes to be offered on TCCD's South Campus will take place prior to the date set for general priority registration.

2) Furniture and Equipment:

- FWISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCCD teaches at the ECHS will be provided by TCCD and will remain the property of TCCD. TCCD shall be responsible to track and inventory all equipment purchased by TCCD and placed or installed at ECHS.
- The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy TCCD standards of selection. Provided, however, if it is conclusively determined that the party, its agent, employees,

invitees or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

- TCCD will be assigned areas in the ECHS for TCCD instructors to secure teacher equipment and supplies. FWISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of the TCCD.
- FWISD and TCCD will agree, before each semester, what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.

3) Maintenance:

- FWISD will be responsible for Maintenance/Custodial responsibilities which shall be to the same standard and intervals as other FWISD campuses.

4) Utilities:

- FWISD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- FWISD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff and faculty shall have access to the FWISD's communications and technology services as they are constituted from time to time, subject to the application of the FWISD's Acceptable Use Guidelines as they are promulgated from time to time.
- FWISD shall coordinate with TCCD to provide access at the ECHS facility to TCCD's communications and technology networks and services.

5) Insurance:

- FWISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and 2) causes of loss-special form (formerly "all -risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by FWISD. The foregoing insurance and any other insurance carried by FWISD may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of FWISD and under the FWISD's sole control. TCCD shall have no right or claim to any proceeds thereof or any rights thereunder.
- TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; 2) causes of loss-special form (formerly "all risk") property insurance covering the Furniture and other personal property of TCCD within the ECHS building in the amount of full replacement cost thereof; 3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute. Annually, by May 30 and anytime there is a change in coverage, TCCD shall provide FWISD with a

certificate of coverage or other document demonstrating TCCD's ability to self-insure.

6) **Ingress, Egress, Access and Parking:**

- FWISD grants TCCD reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and/or controlled by FWISD.
- FWISD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per FWISD policy, as it exists from time to time.
- Upon confirmation with TCCD, FWISD will issue to TCCD faculty keys to the classroom(s) to which they have been assigned. If an instructor needs access to the building at any time the building is closed, the TCCD administrator shall make arrangements with FWISD for access.
- Should TCCD require access to the ECHS building other than during normal operating hours, it will require the prior written consent of FWISD.

7) **Safety and Health:**

- Video surveillance and key card/automatic lock system for the ECHS facility will be provided by FWISD, pursuant to FWISD's facilities guidelines and procedures.
- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCCD shall not designate ECHS as an area where concealed weapons may be carried.

8) **Expiration or Termination:**

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to FWISD, and any furniture or equipment owned by TCCD will be removed by TCCD.
- TCCD shall be responsible for any damage caused by the removal of its furniture and equipment from FWISD's property.
- TCCD will use its best efforts to remove all of its furniture and equipment from the ECHS facility on or before thirty (30) days after the expiration or earlier termination of the MOU. In the event TCCD fails to remove all of the furniture and equipment as herein above provided, FWISD shall give TCCD written notice requesting removal, and if TCCD has not removed such remaining items on or before thirty (30) days after the date of such notice, FWISD shall have the right to inventory and/or utilize such remaining furniture and equipment without compensation to TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner Date _____
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini Date _____
Chancellor, Tarrant County College District

Approved as to Form: _____ Date _____
ISD Legal Services

Approved as to Form: _____ Date _____
TCCD Legal Services

**Operations Manual
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-South / Fort Worth ISD Collegiate High School**

THIS OPERATIONS MANUAL ("OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College South Campus ("TCCD") and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated from date from _____ 2020 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this OM mutually agree to the following:

1. Safety and Health:

- FWISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health tests on or before the first day of each academic term.
- TCCD shall provide all ECHS students, faculty and staff who will be on-campus at TCCD with standard TCCD identification badges.
- FWISD shall require that ECHS students wear their TCCD identification badges at all times when they are on TCCD property.
- FWISD shall be responsible for Clery reporting to the TCCD Police Department for all activity within the portion(s) of the FWISD facility that is used for ECHS operations when that portion of the facility is in use for ECHS purposes.
- FWISD shall make such reports to the TCCD Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- FWISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether FWISD, or contract custodial. TCCD will cover the cost of required fingerprinting for TCCD faculty and personnel assigned to the ECHS campus. All other charges associated with FWISD background checks will be borne by FWISD.

2. Operations:

- FWISD shall ensure that attendance and grades are correctly and timely entered in FWISD's

administrative software.

- TCCD shall insure that grades for College courses are correctly and timely entered in TCCD's administrative software.
- TCCD will not provide ECHS students with computers, laptops or e-readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.
- FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.
- ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

3. Expiration of Termination:

- Expiration or earlier termination of the MOU shall automatically terminate this OM.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Dr. Kent P. Scribner Date _____
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini Date _____
Chancellor, Tarrant County College District

Approved as to Form: _____ Date _____
ISD Legal Services

Approved as to Form: _____ Date _____
TCCD Legal Services

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College South Campus (hereinafter referred to as "College") and Fort Worth Independent School District (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code,

WHEREAS, the parties to this MOU will establish an Early College High School (herein so called, or "ECHS") in the 2020-2021 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, Services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; (4) have limited financial resources, and as a result the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree, or two years of college credit toward a Bachelor's Degree, the parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree; and

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work; improve academic performance and self-concept; and increase high school and college/university completion rates.

WHEREAS, it is the intention of the parties that the P-Tech shall be operated in accordance with the legislative grant of authority for Pathways in Technology Early College High School in Texas Education Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Term:

- a) The term of this agreement shall commence upon signature dates found on the last page

of this MOU.

- b) The MOU will end on June 30, 2023, unless otherwise amended.

2. Guiding Principles: The College and FWISD will function on the following principles:

- a) Establishment of a mutually beneficial partnership between the College and FWISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development and student services.
- c) Provision of rigorous college readiness, technical and early college credit courses.
- d) Financial collaboration that addresses costs of all parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of FWISD.
- h) Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, high school and college counselors.
- i) Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.

3. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

A. Governance:

- (1) The Early College High School will:
 - a. Be governed by FWISD and subject to FWISD's and federal policies, and
 - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD and the College.
- (2) The FWISD ECHS Principal
 - a. Within the rules and guidelines established by TEA and FWISD, will have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. Campus Professional development;

- vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
- viii. Parent and community involvement consistent with the mission and needs of the school.
- b. Will direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
- c. Will report to the FWISD superintendent or his/her designee through the established FWISD governance structure;
- d. Will be the primary contact for the ECHS with the community and the College.

(3) Early College Leadership Council

- a. Serves as an advisory committee to the ECHS Principal in establishing procedures and developing a coherent program across parties.
- b. Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues and challenges; and
 - iii. Recommendations to the ECHS Principal for effective coordination and collaboration in the planning and continual development of the ECHS program.

B. Awarding Credit for Courses: The College will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College:

The College shall have the following duties:

- (1) Waive tuition for students duly enrolled in the ECHS approved college courses;
- (2) Provide selection of text materials for college courses;
- (3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- (4) Ensure that syllabi and course documents are followed;
- (5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (6) Ensure that all College core curriculum courses are in the students' individual

- ECHS graduation plan by the beginning of the high school freshman year;
- (7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Crosswalk for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
 - (8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
 - (9) Pay salaries of instructors who teach college courses;
 - (10) Provide academic support for ECHS students;
 - (11) If applicable, provide an area per FWISD and state and federal requirements in which students may eat lunch/meals that FWISD provides;
 - (12) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus; and
 - (13) Administer TSI testing at the ECHS site in a mutually agreed upon schedule.

D. Duties of FWISD:

FWISD shall have the following duties:

- (1) Consult with College faculty who teach college courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments of Academic Readiness ("STAAR") tests and end of course testing and match the requirements of the THECB to ensure rigor;
- (2) Pay the salaries of FWISD instructors and instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS; and
- (4) Ensure that all FWISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.

E. Enhanced Educational Opportunities: The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.

F. Faculty: Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas.

FWISD employees that teach classes at ECHS will meet all state and federal requirements. In addition, individuals who meet necessary qualifications will be granted "Adjunct Instructor Faculty Status" by the College and will be permitted to teach College level courses, when needed, adhering to the College course requirements.

Faculty members of ECHS employed by FWISD will be evaluated annually by the FWISD, using FWISD guidelines in accordance with FWISD School Board policy. Faculty employed by the College will be evaluated annually in accordance with College policies and procedures.

G. Classroom and Office Facilities:

- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
- (2) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- (3) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- (4) The furniture in the ECHS facility will be paid for by FWISD.

H. Tuition and Fees: The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost.

I. Books and Supplemental Materials:

- (1) College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
- (2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (4) College approved textbooks purchased by FWISD for cohort classes may be used for a time period of three years once the book is selected.
- (5) All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by FWISD.

J. Grading Policies: College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and FWISD's authority in this matter.

K. Recruitment, Selection and Enrollment of Students:

- (1) Student recruitment of FWISD eighth and ninth graders for any vacant slots will occur annually.
- (2) College will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- (3) FWISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- (4) Students will not be given permission to return to their home high school until the ECHS Principal has counseled with the student's parent(s) and/or guardian(s), and the original high school Principal. Modifications in placement shall be subject to FWISD's transfer policy.

L. Instructional Calendar:

- (1) The instructional calendar will be based on the college master calendar.
- (2) Instruction and testing will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with all parties to this MOU.

M. Transportation: FWISD shall transport ECHS students from the home campus to the ECHS campus and the College, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligation, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, FWISD shall maintain the insurance coverage agreed to by FWISD and the College. The provisions in this paragraph are solely for the benefit of the College, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

N. Student Code of Conduct:

ECHS students, faculty and staff shall adhere:

- Policies and procedures of FWISD;
- Policies and procedures of the College;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teachers manual prepared by FWISD and approved by the College; and
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual

O. Media and Public Relations: Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and College protocols that are appropriate under the particular circumstances.

P. Student Progress and Support: The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. In addition to class size reduction for math and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. At the College, students will receive the same support services provided to all college students.

FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and

work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.

Q. Evaluation, Research and Development: Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

Annually, evaluation data will be collected by the party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Principal will lead the Early College Leadership Council in the annual review and report completion.

R. Project Reporting: Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.

- 4. Indemnification:** To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.
- 5. Renewal:** Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2023. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.
- 6. Right of Revocation:** Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may

terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

7. Discontinuation of Operation:

- A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

8. Assignment: No party may assign their interest in the MOU without the written permission of the other party.

9. Limitations of Authority:

- A. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied.
- B. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, FWISD and their respective legal advisors and Boards of Trustees.
- D. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

10. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any

event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. Applicable Law: This MOU and all materials and/or Issues collateral thereto shall be governed by the laws of the State of Texas.

12. Venue: Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

13. Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU if necessary.

14. Signatory Clause: The individuals executing this Agreement on behalf of the College District and FWISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Principal. All Parties hereby acknowledge that they have read and understood this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner _____ Date
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini _____ Date
Chancellor, Tarrant County College District

Approved as to Form : _____
ISD Legal Services _____ Date

Approved as to Form : _____
TCCD Legal Services _____ Date

**Facilities Use Agreement
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-South / Fort Worth ISD Collegiate/PTECH High School**

THIS FACILITIES USE AGREEMENT ("FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT ("TCCD"), A Texas political subdivision of higher education, and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Tarrant County College South / Fort Worth ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program ("MOU"), dated November ____, 2019 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this FUA mutually agree to the following:

1) Use of Facilities:

- FWISD will house an early college high school facility within Polytechnic High School, 1300 Conner Avenue, Fort Worth, TX 76105. Operations will commence on August 1, 2020.
- TCCD shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the FWISD. All other purposes will require the prior written consent of FWISD.
- By the beginning of the Spring semester of each academic year, FWISD and TCCD will agree upon the courses to be offered for the following academic year, at which point TCCD will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- Registration by ECHS students for ECHS-specific classes to be offered on TCCD's South Campus will take place prior to the date set for general priority registration.

2) Furniture and Equipment:

- FWISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCCD teaches at the ECHS will be provided by TCCD and will remain the property of TCCD. TCCD shall be responsible to track and inventory all equipment purchased by TCCD and placed or installed at ECHS.
- The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy TCCD standards of selection. Provided, however, if it is conclusively determined that the party, its agent, employees,

invitees or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

- TCCD will be assigned areas in the ECHS for TCCD instructors to secure teacher equipment and supplies. FWISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of the TCCD.
- FWISD and TCCD will agree, before each semester, what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.

3) Maintenance:

- Maintenance/Custodial responsibilities will be that of FWISD and shall be to the same standard and intervals as other FWISD campuses.

4) Utilities:

- FWISD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- FWISD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff and faculty shall have access to the FWISD's communications and technology services as they are constituted from time to time, subject to the application of the FWISD's Acceptable Use Guidelines as they are promulgated from time to time.
- FWISD shall coordinate with TCCD to provide access at the ECHS facility to TCCD's communications and technology networks and services.

5) Insurance:

- FWISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and 2) causes of loss-special form (formerly "all -risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by FWISD. The foregoing insurance and any other insurance carried by FWISD may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of FWISD and under the FWISD's sole control. TCCD shall have no right or claim to any proceeds thereof or any rights thereunder.
- TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; 2) causes of loss-special form (formerly "all risk") property insurance covering the Furniture and other personal property of TCCD within the ECHS building in the amount of full replacement cost thereof; 3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute. Annually, by May 30 and anytime there is a change in coverage, TCCD shall provide FWISD with a

certificate of coverage or other document demonstrating TCCD's ability to self-insure.

6) **Ingress, Egress, Access and Parking:**

- FWISD grants TCCD reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and/or controlled by FWISD.
- FWISD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per FWISD policy, as it exists from time to time.
- Upon confirmation with TCCD, FWISD will issue to TCCD faculty keys to the classroom(s) to which they have been assigned. If an instructor needs access to the building at any time the building is closed, the TCCD administrator shall make arrangements with FWISD for access.
- Should TCCD require access to the ECHS building other than during normal operating hours, it will require the prior written consent of FWISD.

7) **Safety and Health:**

- Video surveillance and key card/automatic lock system for the ECHS facility will be provided by FWISD, pursuant to FWISD's facilities guidelines and procedures.
- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCCD shall not designate ECHS as an area where concealed weapons may be carried.

8) **Expiration or Termination:**

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to FWISD, and any furniture or equipment owned by TCCD will be removed by TCCD.
- TCCD shall be responsible for any damage caused by the removal of its furniture and equipment from FWISD's property.
- TCCD will use its best efforts to remove all of its furniture and equipment from the ECHS facility on or before thirty (30) days after the expiration or earlier termination of the MOU. In the event TCCD fails to remove all of the furniture and equipment as herein above provided, FWISD shall give TCCD written notice requesting removal, and if TCCD has not removed such remaining items on or before thirty (30) days after the date of such notice, FWISD shall have the right to inventory and/or utilize such remaining furniture and equipment without compensation to TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner Date _____
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini Date _____
Chancellor, Tarrant County College District

Approved as to Form: _____ Date _____
ISD Legal Services

Approved as to Form: _____ Date _____
TCCD Legal Services

**Operations Manual
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-South / Fort Worth ISD Collegiate/PTECH High School**

THIS OPERATIONS MANUAL ("OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College South Campus ("TCCD") and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated from November _____ 2019 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this OM mutually agree to the following:

1. Safety and Health:

- FWISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health tests on or before the first day of each academic term.
- TCCD shall provide all ECHS students, faculty and staff who will be on-campus at TCCD with standard TCCD identification badges.
- FWISD shall require that ECHS students wear their TCCD identification badges at all times when they are on TCCD property.
- FWISD shall be responsible for Clery reporting to the TCCD Police Department for all activity within the portion(s) of the FWISD facility that is used for ECHS operations when that portion of the facility is in use for ECHS purposes.
- FWISD shall make such reports to the TCCD Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- FWISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether FWISD, TCCD or contract custodial. TCCD will cover the cost of required fingerprinting for TCCD faculty assigned to the ECHS campus. All other charges associated with FWISD background checks will be borne by FWISD.

2. Operations:

- FWISD shall ensure that attendance and grades are correctly and timely entered in FWISD's

administrative software.

- TCCD shall insure that grades for College courses are correctly and timely entered in TCCD's administrative software.
- TCCD will not provide ECHS students with computers, laptops or e-readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.
- FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.
- ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

3. Expiration of Termination:

- Expiration or earlier termination of the MOU shall automatically terminate this OM.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Dr. Kent P. Scribner Date _____
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini Date _____
Chancellor, Tarrant County College District

Approved as to Form: _____ Date _____
ISD Legal Services

Approved as to Form: _____ Date _____
TCCD Legal Services

Polytechnic High School
Associate of Arts in Teaching

		9 th Grade		10 th Grade		11 th Grade		12 th Grade	
		Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School		English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
		Algebra I or Geometry or Algebra II	Algebra I or Geometry or Algebra II	Geometry or Algebra II or *Pre-Calculus	Geometry or Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus or *Statistics	Algebra II or *Pre-Calculus or *Statistics	Pre-Calculus or Calculus	Pre-Calculus or Calculus
		AP Human Geography	AP Human Geography	*US History	*US History	World History	World History	*Economics	*Government
		Biology or Chemistry	Biology or Chemistry	Chemistry or *Earth and Space Science	Chemistry or *Earth and Space Science	3 rd Year Science	3 rd Year Science	4 th Year Science or *Environmental System	4 th Year Science or *Environmental Science
		AVID 1	AVID 1	AVID 2	AVID 2	AVID 3	AVID 3	AVID 4	AVID 4
			Health		PE				
				Spanish 1, 2, 3, 4, or 5	Spanish 1, 2, 3, 4, or 5	Spanish 1, 2, 3, 4, or 5	Spanish 1, 2, 3, 4, or 5		
	Principals of Edu	Principals of Edu	PSAT	*Child Growth	*TBD	*TBD	*Practicum	*Practicum	
College	KINE 1164 (1)		*HIST 1301 (3)	*HIST 1302 (3)	*ENGL 1301 (3)	*ENGL 1302 (3)	*ENGL 2327 (3) or *MATH 1350(3)	*ENGL 2328 (3) or *MATH 1351 (3)	
		SPCH 1311 (3)	*GEOL 1401 (4)	*TECA 1354 (3)	*TECA 1303 (3)	*PHIL 2306 (3)			
						*MATH 1314 (3) or MATH 1342(3)	*ECON 2301 (3)	*GOV 2305 (3)	
		ARTS 1301 (3)			*PHYS 1415 (4)	*BIOL 1408 (4)	*BIOL 2306 (3)		
					GOVT 2306 (3)		*EDUC 1301 (3)	*EDUC 2301 (3)	
	Up to 1 Hours	Up to 6 Hours	Up to 7 Hours	Up to 6 Hours	Up to 13 Hours	Up to 13 Hours	Up to 12 Hours	Up to 9 Hours	
			Associate Degree: Associate of Arts in Teaching						
*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses.									

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College South Campus (hereinafter referred to as "College") and Fort Worth Independent School District (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code,

WHEREAS, the parties to this MOU will establish an Early College High School (herein so called, or "ECHS") in the 2020-2021 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, Services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; (4) have limited financial resources, and as a result the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree, or two years of college credit toward a Bachelor's Degree, the parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree; and

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work; improve academic performance and self-concept; and increase high school and college/university completion rates.

WHEREAS, it is the intention of the parties that the P-Tech shall be operated in accordance with the legislative grant of authority for Pathways in Technology Early College High School in Texas Education Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Term:

- a) The term of this agreement shall commence upon signature dates found on the last page

of this MOU.

- b) The MOU will end on June 30, 2023, unless otherwise amended.

2. Guiding Principles: The College and FWISD will function on the following principles:

- a) Establishment of a mutually beneficial partnership between the College and FWISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development and student services.
- c) Provision of rigorous college readiness, technical and early college credit courses.
- d) Financial collaboration that addresses costs of all parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of FWISD.
- h) Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, high school and college counselors.
- i) Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.

3. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

A. Governance:

- (1) The Early College High School will:
 - a. Be governed by FWISD and subject to FWISD's and federal policies, and
 - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD and the College.
- (2) The FWISD ECHS Principal
 - a. Within the rules and guidelines established by TEA and FWISD, will have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. Campus Professional development;

- vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the school.
- b. Will direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
 - c. Will report to the FWISD superintendent or his/her designee through the established FWISD governance structure;
 - d. Will be the primary contact for the ECHS with the community and the College.

(3) Early College Leadership Council

- a. Serves as an advisory committee to the ECHS Principal in establishing procedures and developing a coherent program across parties.
- b. Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues and challenges; and
 - iii. Recommendations to the ECHS Principal for effective coordination and collaboration in the planning and continual development of the ECHS program.

B. Awarding Credit for Courses: The College will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College:

The College shall have the following duties:

- (1) Waive tuition for students duly enrolled in the ECHS approved college courses;
- (2) Provide selection of text materials for college courses;
- (3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- (4) Ensure that syllabi and course documents are followed;
- (5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (6) Ensure that all College core curriculum courses are in the students' individual

- ECHS graduation plan by the beginning of the high school freshman year;
- (7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Crosswalk for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
 - (8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
 - (9) Pay salaries of instructors who teach college courses;
 - (10) Provide academic support for ECHS students;
 - (11) If applicable, provide an area per FWISD and state and federal requirements in which students may eat lunch/meals that FWISD provides;
 - (12) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus; and
 - (13) Administer TSI testing at the ECHS site in a mutually agreed upon schedule.

D. Duties of FWISD:

FWISD shall have the following duties:

- (1) Consult with College faculty who teach college courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments of Academic Readiness ("STAAR") tests and end of course testing and match the requirements of the THECB to ensure rigor;
- (2) Pay the salaries of FWISD instructors and instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS; and
- (4) Ensure that all FWISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.

E. Enhanced Educational Opportunities: The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.

F. Faculty: Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas.

FWISD employees that teach classes at ECHS will meet all state and federal requirements. In addition, individuals who meet necessary qualifications will be granted "Adjunct Instructor Faculty Status" by the College and will be permitted to teach College level courses, when needed, adhering to the College course requirements.

Faculty members of ECHS employed by FWISD will be evaluated annually by the FWISD, using FWISD guidelines in accordance with FWISD School Board policy. Faculty employed by the College will be evaluated annually in accordance with College policies and procedures.

G. Classroom and Office Facilities:

- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
- (2) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- (3) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- (4) The furniture in the ECHS facility will be paid for by FWISD.

H. Tuition and Fees: The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost.

I. Books and Supplemental Materials:

- (1) College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
- (2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (4) College approved textbooks purchased by FWISD for cohort classes may be used for a time period of three years once the book is selected.
- (5) All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by FWISD.

J. Grading Policies: College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and FWISD's authority in this matter.

K. Recruitment, Selection and Enrollment of Students:

- (1) Student recruitment of FWISD eighth and ninth graders for any vacant slots will occur annually.
- (2) College will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- (3) FWISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- (4) Students will not be given permission to return to their home high school until the ECHS Principal has counseled with the student's parent(s) and/or guardian(s), and the original high school Principal. Modifications in placement shall be subject to FWISD's transfer policy.

L. Instructional Calendar:

- (1) The instructional calendar will be based on the college master calendar.
- (2) Instruction and testing will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with all parties to this MOU.

M. Transportation: FWISD shall transport ECHS students from the home campus to the ECHS campus and the College, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligation, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, FWISD shall maintain the insurance coverage agreed to by FWISD and the College. The provisions in this paragraph are solely for the benefit of the College, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

N. Student Code of Conduct:

ECHS students, faculty and staff shall adhere:

- Policies and procedures of FWISD;
- Policies and procedures of the College;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teachers manual prepared by FWISD and approved by the College; and
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual

O. Media and Public Relations: Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and College protocols that are appropriate under the particular circumstances.

P. Student Progress and Support: The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. In addition to class size reduction for math and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. At the College, students will receive the same support services provided to all college students.

FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and

work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.

Q. Evaluation, Research and Development: Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

Annually, evaluation data will be collected by the party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Principal will lead the Early College Leadership Council in the annual review and report completion.

R. Project Reporting: Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.

- 4. Indemnification:** To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.
- 5. Renewal:** Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2023. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.
- 6. Right of Revocation:** Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may

terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

7. Discontinuation of Operation:

- A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

8. Assignment: No party may assign their interest in the MOU without the written permission of the other party.

9. Limitations of Authority:

- A. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied.
- B. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, FWISD and their respective legal advisors and Boards of Trustees.
- D. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

10. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any

event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. Applicable Law: This MOU and all materials and/or Issues collateral thereto shall be governed by the laws of the State of Texas.

12. Venue: Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

13. Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU if necessary.

14. Signatory Clause: The individuals executing this Agreement on behalf of the College District and FWISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Principal. All Parties hereby acknowledge that they have read and understood this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner _____ Date
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini _____ Date
Chancellor, Tarrant County College District

Approved as to Form : _____
ISD Legal Services _____ Date

Approved as to Form : _____
TCCD Legal Services _____ Date

**Facilities Use Agreement
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-South / Fort Worth ISD Collegiate/PTECH High School**

THIS FACILITIES USE AGREEMENT ("FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT ("TCCD"), A Texas political subdivision of higher education, and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Tarrant County College South / Fort Worth ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program ("MOU"), dated November ____, 2019 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this FUA mutually agree to the following:

1) Use of Facilities:

- FWISD will house an early college high school facility within Dunbar High School, 5700 Ramey Avenue, Fort Worth, TX 76112. Operations will commence on August 1, 2020.
- TCCD shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the FWISD. All other purposes will require the prior written consent of FWISD.
- By the beginning of the Spring semester of each academic year, FWISD and TCCD will agree upon the courses to be offered for the following academic year, at which point TCCD will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- Registration by ECHS students for ECHS-specific classes to be offered on TCCD's South Campus will take place prior to the date set for general priority registration.

2) Furniture and Equipment:

- FWISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCCD teaches at the ECHS will be provided by TCCD and will remain the property of TCCD. TCCD shall be responsible to track and inventory all equipment purchased by TCCD and placed or installed at ECHS.
- The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy TCCD standards of selection. Provided, however, if it is conclusively determined that the party, its agent, employees,

invitees or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

- TCCD will be assigned areas in the ECHS for TCCD instructors to secure teacher equipment and supplies. FWISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of the TCCD.
- FWISD and TCCD will agree, before each semester, what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.

3) Maintenance:

- Maintenance/Custodial responsibilities will be that of FWISD and shall be to the same standard and intervals as other FWISD campuses.

4) Utilities:

- FWISD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- FWISD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff and faculty shall have access to the FWISD's communications and technology services as they are constituted from time to time, subject to the application of the FWISD's Acceptable Use Guidelines as they are promulgated from time to time.
- FWISD shall coordinate with TCCD to provide access at the ECHS facility to TCCD's communications and technology networks and services.

5) Insurance:

- FWISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and 2) causes of loss-special form (formerly "all -risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by FWISD. The foregoing insurance and any other insurance carried by FWISD may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of FWISD and under the FWISD's sole control. TCCD shall have no right or claim to any proceeds thereof or any rights thereunder.
- TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; 2) causes of loss-special form (formerly "all risk") property insurance covering the Furniture and other personal property of TCCD within the ECHS building in the amount of full replacement cost thereof; 3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute. Annually, by May 30 and anytime there is a change in coverage, TCCD shall provide FWISD with a

certificate of coverage or other document demonstrating TCCD's ability to self-insure.

6) **Ingress, Egress, Access and Parking:**

- FWISD grants TCCD reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and/or controlled by FWISD.
- FWISD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per FWISD policy, as it exists from time to time.
- Upon confirmation with TCCD, FWISD will issue to TCCD faculty keys to the classroom(s) to which they have been assigned. If an instructor needs access to the building at any time the building is closed, the TCCD administrator shall make arrangements with FWISD for access.
- Should TCCD require access to the ECHS building other than during normal operating hours, it will require the prior written consent of FWISD.

7) **Safety and Health:**

- Video surveillance and key card/automatic lock system for the ECHS facility will be provided by FWISD, pursuant to FWISD's facilities guidelines and procedures.
- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCCD shall not designate ECHS as an area where concealed weapons may be carried.

8) **Expiration or Termination:**

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to FWISD, and any furniture or equipment owned by TCCD will be removed by TCCD.
- TCCD shall be responsible for any damage caused by the removal of its furniture and equipment from FWISD's property.
- TCCD will use its best efforts to remove all of its furniture and equipment from the ECHS facility on or before thirty (30) days after the expiration or earlier termination of the MOU. In the event TCCD fails to remove all of the furniture and equipment as herein above provided, FWISD shall give TCCD written notice requesting removal, and if TCCD has not removed such remaining items on or before thirty (30) days after the date of such notice, FWISD shall have the right to inventory and/or utilize such remaining furniture and equipment without compensation to TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

Dr. Kent P. Scribner Date _____
Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini Date _____
Chancellor, Tarrant County College District

Approved as to Form: _____ Date _____
ISD Legal Services

Approved as to Form: _____ Date _____
TCCD Legal Services

**Operations Manual
Tarrant County College District
Fort Worth Independent School District
Tarrant County College-South / Fort Worth ISD Collegiate/PTECH High School**

THIS OPERATIONS MANUAL ("OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College South Campus ("TCCD") and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated from November _____ 2019 entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this OM mutually agree to the following:

1. Safety and Health:

- FWISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health tests on or before the first day of each academic term.
- TCCD shall provide all ECHS students, faculty and staff who will be on-campus at TCCD with standard TCCD identification badges.
- FWISD shall require that ECHS students wear their TCCD identification badges at all times when they are on TCCD property.
- FWISD shall be responsible for Clery reporting to the TCCD Police Department for all activity within the portion(s) of the FWISD facility that is used for ECHS operations when that portion of the facility is in use for ECHS purposes.
- FWISD shall make such reports to the TCCD Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- FWISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether FWISD, TCCD or contract custodial. TCCD will cover the cost of required fingerprinting for TCCD faculty assigned to the ECHS campus. All other charges associated with FWISD background checks will be borne by FWISD.

2. Operations:

- FWISD shall ensure that attendance and grades are correctly and timely entered in FWISD's

administrative software.

- TCCD shall insure that grades for College courses are correctly and timely entered in TCCD's administrative software.
- TCCD will not provide ECHS students with computers, laptops or e-readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.
- FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.
- ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

3. Expiration of Termination:

- Expiration or earlier termination of the MOU shall automatically terminate this OM.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Dr. Kent P. Scribner

Date

Superintendent, Fort Worth Independent School District

Dr. Eugene Giovannini

Date

Chancellor, Tarrant County College District

Approved as to Form: _____

ISD Legal Services

Date

Approved as to Form: _____

TCCD Legal Services

Date

Paul Laurence Dunbar HS PTECH
Associates of Applied Science Robotics and Automation/HS Diploma [Mechatronics Technician level 1]
Multidisciplinary Endorsement

9 th Grade		10 th Grade		11 th Grade		12 th Grade		
	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School	English I or II	English I or II	English II or *III	English II or *III	English *III or *IV	English *III or *IV	English *IV or *English Elective	English *IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	*College Algebra	**Pre-Calculus	4 th Year Math	4 th Year Math
	AP Human Geography	AP Human Geography	AP World History	AP World History	US History	US History	Government	Economics
	Biology	Biology	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	4 th Year Science	4 th Year Science
	PS Math	PS Math	PE	PE				
	Spanish I *	Spanish II *	Health					
	Art Appreciation *	Speech *						
	Principles of Manufacturing	Principles of Manufacturing					Practicum/PROBS CareerPrep	Practicum/PROBS CareerPrep
College	SPN 1341-3	SPN 1342-3	*CETT 1409-4	*RBTC 1351-3	*ENGL 1301-3	*ENGL 1302-3	*ENGL 2322-3	*ENGL 2323-3
	FAR 1311-3	SPC 1301-3	*MATH 1314-3	*MATH 2412-4	*CETT 2435-4	*RBTC 2445-4	*GOVT 23052-3	*ECON 2301-3
			*RBTC 1401-4	*CETT 1441-3	*HIST 1301 -3	*HIST 1302-3	* RBTC 1447-4	*ELMT 2337-3
			*KINE 1102-1	*KINE 1164-1	*CETT 1449- 4	*CETT 1445-4	*HYDR 1345-3	*ELPT 2455-4
	Up to 6 hours	Up to 6 hours	Up to 12 hours	Up to 11 hours	Up to 14 hours	Up to 14 hours	Up to 13 hours	Up to 13 hours
			ASS Robotics and Automation Associates Degree: 60+ hours Certifications: Mechatronics Technician Level 1 Certification: 30 hours				3 hours of dual credit Mathematics 3 hours of dual credit Creative Arts/Language, Philosophy & Culture	

*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course.

Paul Laurence Dunbar HS PTECH
HS Diploma [CNC Machinist Level 1 Certification]
Multidisciplinary Endorsement

		9 th Grade		10 th Grade		11 th Grade		12 th Grade	
		Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School		English I or II	English I or II	English II or *III	English II or *III	English *III or *IV	English *III or *IV	English *IV or *English Elective	English *IV or *English Elective
		Algebra I or Geometry	Algebra I or Geometry	Geometry Algebra II	Geometry Algebra II	Pre-Calculus	Pre-Calculus	4 th year Math	4 th year Math
		AP Human Geography	AP Human Geography	AP World History	AP World History	AP US History	AP US History	Government	Economics
		Biology	Biology	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	4 th Year Science	4 th Year Science
		PS Math	PS Math						
		Spanish I	Spanish II						
		Art Appreciation	Speech						
	Principles of Manufacturing	Principles of Manufacturing						Practicum/PROBS CareerPrep	Practicum/PROBS CareerPrep
College		SPN 1341-3	SPN 1342-3	DFTG 1305-3	DFTG 2440-4	MCHN 1338-3	MCHN 2303-3	MCHN 2431-4	MCHN 2434 -4
		FAR 1311-3	SPC 1301-3	DFTG 1409-4					
		Up to 6 hours	Up to 6 hours	Up to 7 hours	Up to 4 hours	Up to 3 hours	Up to 4 hours	Up to 4 hours	Up to 4 hours
			ASS Robotics and Automation Certifications: CNC Machinist Level 1 Certification -25 hrs				CNC Machinist Technology-25 hrs. DFTG1305, MCHN 1338, DFTG 1409, DFTG 2440, MCHN 2303, MCHN 2434, MCHN 2431		

*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course.

Paul Laurence Dunbar HS PTECH
HS Diploma [Advanced Composite Level 1 Certification]
Multidisciplinary Endorsement

		9 th Grade		10 th Grade		11 th Grade		12 th Grade	
		Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School	English I or II	English I or II	English II or *III	English II or *III	English *III or *IV	English *III or *IV	English IV* or *English Elective	English IV* or *English Elective	
	Algebra I or Geometry	Algebra I or Geometry	Geometry Algebra II	Geometry Algebra II	*Statistics	**Pre-Calculus	*Pre-Calculus	* Calculus I	
	AP Human Geography	AP Human Geography	AP World History	AP World History	AP US History	AP US History	Government	Economics	
	Biology	Biology	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	4 th Year Science	4 th Year Science	
	PS Math	PS Math							
	Spanish I *	Spanish II*							
	Art Appreciation*	Speech *							
	Principles of Manufacturing	Principles of Manufacturing					Practicum/PROBS CareerPrep	Practicum/PROBS CareerPrep	
College	SPN 1341-3	SPN 1342-3			AERM 1315-3	PLTC 1303-3	AERM 1303-3	AERM 2359-3	
	FAR 1311-3	SPC 1301-3			AERM 1254-2	PLTC 1291-2			
					Up to 5 hours	Up to 5 hours	Up to 3 hours	Up to 3 hours	
		ASS Robotics and Automation Certifications: Advanced Composite Level 1 Certification -16 hrs				Advanced Composite Technology-16hrs. AERM 1315, AERM1254, AERM 1303, PLTC 1303, PLTC 1291, AERM 2359			

*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course.

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE PURCHASE OF SAFETY AND SECURITY EQUIPMENT INCLUDING A PUBLIC ADDRESS (PA) SYSTEM, CABLING AND ADDITIONAL TECHNOLOGY COMPONENTS AT THE TEACHING AND LEARNING CENTER (TLC)

BACKGROUND:

A Public Address (PA) system is essential for instant communication, scheduled communication, and most importantly emergency communication. PA systems have become a critical safety and operational resource in most district facilities. An internet protocol (IP) based PA system will serve not only the building but a district wide solution for emergency communications with the ability to utilize remote devices.

The additional technology components will support an Active Learning Classroom environment which will provide for teacher-led learning activities that can be shared in a variety of ways. The Active Learning Classroom allows participants to share their work with team members at their table, with other tables and to the main screens for large group discussion. This kind of instruction is intentionally aligned with the renovations and expansions currently in progress at the District's comprehensive high schools.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Safety and Security Equipment Including a Public Address (PA) System, Cabling and Additional Technology Components at the Teaching and Learning Center (TLC)
2. Decline to Approve Purchase of Safety and Security Equipment Including a Public Address (PA) System, Cabling and Additional Technology Components at the Teaching and Learning Center (TLC)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Safety and Security Equipment Including a Public Address (PA) System, Cabling and Additional Technology Components at the Teaching and Learning Center (TLC)

FUNDING SOURCE

Additional Details

TRE

198-81-63XX-728-999-99-002-000000

COST:

Not to exceed \$138,556.97

VENDOR:

Southwest Networks, Inc.
Arijet Communications

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
Teaching and Learning Center

RATIONALE:

Approval of this purchase of an internet protocol based public address system, cabling and the additional technology will complete the technological components for the Teaching and Learning Center.

INFORMATION SOURCE:

Vicki Burris



WHERE CABLE & CONNECTIVITY MERGE AT THE HIGHEST LEVEL

2419 S Pleasant Circle – Arlington, Texas 76015
 office – (817) 853-0444 | fax – (817) 282-5557
www.arijet.com | info@arijet.com

FORT WORTH ISD – AV INSTALLATION PROPOSAL

Project Address: 100 N University Dr., Suite 300
 Fort Worth, TX 76107

Date: May 14, 2020

Audio/Video Installation - Scope of Work:

- Provide and install all equipment listed in bill of material below.
- AV system will be set up, tested, and commissioned.

Audio Visual Clarifications & Exclusions

- 110VAC power will be provide at component locations
- All conduit pathway will be provided by others
- Network connectivity to MDF/IDF is assumed to be in place for all displays
- All electrical conduit, raceway, duct banks, any other vertical or horizontal penetrations outside of TR's, stub-ups, back boxes, trenching, basket style cable tray outside of TR's, fire stopping material, poke through devices, communication adapters and 120V Power by others.
- Main building/earth ground provided by others
- PDU' and UPS's are excluded from this proposal at this time

QTY	DESCRIPTION	MFG	PART NO.
	AUDIO VISUAL		
3	Large Fixed Thinstall Universal	Chief	LSTU
3	65" LED SMART Display	LG	65SM8600PUA
3	Micro-Adjust Tilt Wall Mount Large	Chief	LTM1U
1	Airmedia Presentation System	Crestron	AM-300
3	3 Series Media Presentation Controller	Crestron	MPC3-302-W
16	Solstice Pod Ge3 W/Active Learning Enabled 1 Year License	Mersive	SP-8000-E1-AL
16	Power Supply, Solstice POD Gen3	Mersive	SP-8301-E
16	Cable, 3' HDMI	Mersive	SP-8302-E
7	43" Q Series Display Q60T	Samsung	QN43Q60TAFXZA
7	32" Q Series Display Q50R	Samsung	QN32Q50RAFXZA
7	Medium Fixed Thinstall Universal	Chief	MSTU
14	USB-C To DB9 Serial RS232	C2G	29470
7	IP To Contact Closure W/ POE	Global Cache	IP2CC-P
1	Freight	UPS	Freight

Pricing Section:

Material	\$ 55,404.75
Installation Labor	\$ 21,610.00
Grand Total (Excluding Tax)	\$ 77,014.75

If you have any questions about this proposal, please do not hesitate to call or email me. Thank you for your consideration!



Byron Lehew | *Arijet Communications*
WHERE CABLE & CONNECTIVITY MERGE AT THE HIGHEST LEVEL
 2419 S Pleasant Circle – Arlington, Texas 76015
 office – (817) 853-0444 | fax – (817) 282-5557
 mobile – (817) 350-7868 | byron@arijet.com | www.arijet.com

By signing below, I accept this proposal and agree to the terms and conditions contained herein:

Customer Name (Printed):

Customer Signature:

Date:

Fort Worth Independent School District
Innovative Center – Valcom Paging Project
1050 Bridgewood Dr.
Fort Worth, TX 76112



5-7-2020

TX DIR# TSO-3719
BID #20481

Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at the Innovative Center under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.
(Bill of Materials included in Appendix A)
2. Provide and install sixty-five (65) CMP, Category 6 data cables to locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install 48 ports, Category 6 patch panels for closet termination of new Category 6 cabling.
4. Provide and install Category 6 patch cords 7' in length for closet device connections.
5. Provide and install Category 6 patch cords 10' in length for end device connections.
6. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
7. Provide two (2) days, on-site training to the end users at the Innovative Center.
8. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
9. Label all newly installed cables per the FWISD cabling standard.
10. Test results and project deliverables to be provided upon completion of the installation.
11. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
12. Project duration is expected to be two to three weeks.

General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6025 Enhanced Application Server Pro.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (complete Bill of Materials in Appendix A).
3. SWN and Valcom Professional Services will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Tanglewood Elementary School. This will include training for office staff to setup schedules, bell tones, and mass notification.

Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of eighty-one (81) Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations as well as the Cafeteria/Auditorium, as defined on SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the twelve (12) classroom locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria/Auditorium will also have call buttons (one each) installed. Two cables are provided for new Valcom admin phones.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. Southwest Networks, Inc. (SWN) shall furnish and install cabling to link fifty-three (53) analog speakers in a "Daisy Chain" for Hallway/Common area communication (53) back to existing MDF/IDF network closets where they will tie to the new Valcom paging system.
6. At each Analog speaker dolphin compression style wire splices will be used to connect each speaker into the "Daisy Chain" that shares the same cabling segment/zone.
7. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
8. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install two (2), Panduit, 48-Port, Angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified and coordinated with FWISD personnel prior to installation.
2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

Patch Cords

1. Southwest Networks will furnish and install a total of fourteen (14), CMR, Category 6 patch cords, 7' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of twenty (20), CMR, Category 6 patch cords, 10' in length for end device connections.

Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project as well as a one-year warranty for labor and equipment.

Pricing also includes a five-year manufacturer warranty on the Valcom Advanced Application Server Pro (part number VE6025).

Project Pricing: \$56,218.22

Alternative Pricing: \$61,542.22

(includes ten IP speakers with display for office area in Phase 1 in place of analog)

Appendix A Bill of Materials

Line	Qty	Product	Description
1	1	VE6025	Enhanced Application Server Pro (100 end points)
2	1	VE8014BR	Quad Network Station (FXS) Port (Rack Mnt)
3	2	VE8004BR	SIP Compliant Quad Network Audio Port (Rack Mnt)
4	2	V-C6124P	Power Supply, 6 amp, Positive 24 VDC
5	2	VEADP3	Administrative Telephone
6	12	VL520BK-F	IP Speaker with Text and Flasher, Black Finish
7	12	V-2972	Push Button Call Switch
8	13	V-1092	Volume Control
9	42	V-9022A	Hallway Lay-in Analog 2x2 Speaker
10	8	V-9022A-CC	Common Area Lay-in Analog Speaker
11	3	V-9852	Interior Vandal Resistant Analog Wall Speaker

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE THE CLOSEOUT FOR THE CONTRACT WITH AUI PARTNERS, LLC FOR BENBROOK MIDDLE/HIGH SCHOOL JOB #071-023 (CSP #19-033) AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On February 26, 2019, the Board of Education authorized CIP staff to negotiate and enter into a contract with a General Contractor for the 2017 Capital Improvement Program Job No. 071-023 (CSP #19-033). This Bid Package included the construction of a new 9,000 square foot athletic facility for TEA #071 Benbrook Middle/High School. The project was substantially completed on January 21, 2020 and inspected by the A/E firm, LBL Architects, Inc. AUI Partners, LLC has submitted all required closeout documentation, which will be reviewed for completeness prior to final payment to the contractor.

Original Contract Amount:	\$3,058,468.00	Original Substantial Completion Date:	January 21, 2020
Final Deductive Change Order:	(\$87,356.36)	Substantial Completion Date Increased:	0 Days
Final Contract Amount:	\$2,971,111.64	Final Substantial Completion Date:	January 21, 2020
Previously Paid:	\$2,822,556.06		
Final Retainage Payment Due:	\$148,555.58		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Closeout for the Contract with AUI Partners, LLC for Benbrook Middle/High School Job #071-023 (CSP #19-033) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve the Closeout for the Contract with AUI Partners, LLC for Benbrook Middle/High School Job #071-023 (CSP #19-033) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Closeout for the Contract with AUI Partners, LLC for Benbrook Middle/High School Job #071-023 (CSP #19-033) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-00-2116-000-000-00-000-000000

COST:

Not-to-exceed \$148,555.58

VENDOR:

AUI Partners, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #071 Benbrook Middle/High School

RATIONALE:

AUI Partners, LLC has completed all work as required per the terms of their construction contract. The work has been inspected by LBL Architects, Inc. and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE PURCHASE OF FURNITURE, FIXTURES & EQUIPMENT (FF&E) FOR O. D. WYATT HIGH SCHOOL JOB #016-212 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for a renovation at O.D. Wyatt High School (Job #016-212 / Bid #19-093) on May 14, 2019.

The FF&E for this project will be purchased in phases as the renovations in specific areas are completed. This agenda item requests authorization to purchase furniture, fixtures, and equipment for the O.D. Wyatt High School Renovation Project.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for O.D. Wyatt High School Job #016-212 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for O.D. Wyatt High School Job #016-212 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for O.D. Wyatt High School Job #016-212 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

CIP 2017

Additional Details

671-81-XXXX-B43-016-99-000-016212

COST:

Not-to-Exceed \$1,601,448.00

VENDOR:

School Specialty - RFP #19-005

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #016 O.D. Wyatt High School

RATIONALE:

The purchase of FF&E is necessary for the newly renovated spaces at O.D. Wyatt High School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH STEELE & FREEMAN, INC. FOR A GMP FOR CONSTRUCTION SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 003-001 (CMAR RFP #20-001) SOUTH HILLS HIGH SCHOOL ATHLETICS

BACKGROUND:

On April 14, 2020, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, Steele & Freeman, Inc., for pre-construction services for Job No. 003-001 (CMAR RFP #20-001), South Hills High School athletics project.

The GMP will provide for a new soccer field at the City of Fort Worth Westcreek Park. The scope will also include field lighting, irrigation and re-pavement of the existing parking lot.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$1,653,750.00	\$1,653,750.00
April 14, 2020	Pre-Construction	(\$10,479.00)	\$1,643,271.00
May 26, 2020	GMP	(\$1,643,271.00)	\$0.00

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into a Contract with Steele & Freeman, Inc. for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 003-001 (CMAR RFP #20-001) South Hills High School Athletics
2. Decline to Approve Authorization to Negotiate and Enter into a Contract with Steele & Freeman, Inc. for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 003-001 (CMAR RFP #20-001) South Hills High School Athletics
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Authorization to Negotiate and Enter into a Contract with Steele & Freeman, Inc. for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 003-001 (CMAR RFP #20-001) South Hills High School Athletics

FUNDING SOURCE

Additional Details

CIP 2017	671-81-6629-B39-003-99-000-003001.....\$1,564,521.00
	671-81-6629-B40-003-99-000-003001.....\$78,750.00

COST:

Not to Exceed \$1,643,271.00

VENDOR:

Steele & Freeman, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #003 South Hills High School

RATIONALE:

Construction needs to begin so the project may be completed by the end of July 2020.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE PURCHASE OF FURNITURE, FIXTURES & EQUIPMENT (FF&E) FOR ARLINGTON HEIGHTS HIGH SCHOOL JOB #002-102 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for an addition/renovation at Arlington Heights High School (Job #002-102 / Bid #19-101) on June 11, 2019.

The FF&E for this project will be purchased in phases as the addition/renovations in specific areas are completed. This agenda item requests authorization to purchase furniture, fixtures, and equipment for the Arlington Heights High School addition/renovation project.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Arlington Heights High School Job #002-102 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Arlington Heights High School Job #002-102 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Furniture, Fixtures, & Equipment (FF&E) for Arlington Heights High School Job #002-102 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

CIP 2017

Additional Details

671-81-XXXX-B43-002-99-000-002102

COST:

Not-to-Exceed \$1,980,000.00

VENDOR:

MeTEOR Education, LLC - RFP #19-005

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #002 Arlington Heights High School

RATIONALE:

The purchase of FF&E is necessary for the addition and newly renovated spaces at Arlington Heights High School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE ONCOR ELECTRIC DELIVERY COMPANY EASEMENT AND RIGHT-OF-WAY AGREEMENT FOR POLYTECHNIC HIGH SCHOOL ADDITION/RENOVATION JOB NO. 009-202 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Oncor Delivery company is requiring an easement and right-of-way for overhead and underground electric supply and transformer at Polytechnic High School (Job No. 009-202). This Easement and Right-of-Way Agreement with Oncor is for part of Lot 1, Block 1 of Polytechnic High School Addition, an addition to the City of Fort Worth according to the plat recorded in Cabinet A, Slide 9617 of the Plat Records of Tarrant County, Texas, said tract being part of that tract of land described in Special Warranty Deed to Fort Worth Independent School District Recorded in Volume 1237, Page 358 of the Deed Records of Tarrant County, Texas.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Oncor Electric Delivery Company Easement and Right-of-Way Agreement for Polytechnic High School Addition/Renovation Job No. 009-202 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Oncor Electric Delivery Company Easement and Right-of-Way Agreement for Polytechnic High School Addition/Renovation Job No. 009-202 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Oncor Electric Delivery Company Easement and Right-of-Way Agreement for Polytechnic High School Addition/Renovation Job No. 009-202 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

No Cost

None

COST:

Not Applicable

VENDOR:

Oncor Electrical Delivery Company, LLC

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #009 Polytechnic High School

RATIONALE:

In order for the new addition to have adequate power to operate, a new easement and right-of-way must be granted to the electric delivery company.

INFORMATION SOURCE:

Vicki Burris

PT#
District: FWN
WR #: 3473841
ER

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

That **Fort Worth Independent School District**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for underground electric supply and communications lines, consisting of a variable number of wires and cables, surface mounted equipment, conduits, manholes, vaults, transformers, switches, protection, sectionalizing devices and all necessary or desirable appurtenances over, under, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection

Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and it does hereby bind itself, its successors, legal representatives, and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2020.

GRANTOR: Fort Worth Independent School District

By: _____
Dr. Kent P. Scribner, Superintendent

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES JOHN DOE as Manager of ABC COMPANY, LLC, a Texas limited liability company known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2020.

Notary Public in and for the State of Texas

EXHIBIT "A"
ONCOR ELECTRIC DELIVERY COMPANY, LLC EASEMENT

Lot 1R, Block 1, Polytechnic High School Addition
John Vanriper Survey, Abstract No. 1590
City of Fort Worth, Tarrant County, Texas

DESCRIPTION, of a 400 square foot (0.009 acre) tract of land situated in the John Vanriper Survey, Abstract No. 1590, City of Fort Worth, Tarrant County, Texas; said tract being part of Lot 1R, Block 1, Polytechnic High School Addition, an addition to the City of Fort Worth according to the plat recorded in Cabinet A, Slide 9617 of the Plat Records of Tarrant County, Texas, said tract being part of that tract of land described in Special Warranty Deed to Fort Worth Independent School District Recorded in Volume 1237, Page 358 of the Deed Records of Tarrant County, Texas; said 400 square foot tract being more particularly described as follows (bearing system for this survey is based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone 4202, based on observations made on August 23, 2018 with a combined scale factor of 1.00012):

COMMENCING, at a 1/2-inch iron rod with "PACHECO KOCH" cap found at the north end of a right-of-way corner clip at the intersection of the east right-of-way line of S. Beach Street (a 97-foot wide right-of-way) and the north right-of-way line of E. Rosedale Street, said point being the most westerly southwest corner of said Lot 1R; from said point a 1/2-inch iron rod with "PACHECO KOCH" cap found bears South 45 degrees, 42 minutes, 18 seconds East, a distance of 21.21 feet;

THENCE, North 00 degrees, 42 minutes, 18 seconds West, along the said east line of S. Beach Street and the west line of said Lot 1R, a distance of 323.37 feet to a point to the **POINT OF BEGINNING**;

THENCE, North 00 degrees, 42 minutes, 18 seconds West, continuing along the said east line of S. Beach Street and the said west line of said Lot 1R, a distance of 20.00 feet to a point for corner;

THENCE, North 89 degrees, 17 minutes, 42 seconds East, departing the said east line of S. Beach Street and the west line of said Lot 1R, a distance of 20.00 feet to a point for corner;


THENCE, South 00 degrees, 42 minutes, 18 seconds East, a distance of 20.00 feet to a point for corner;

THENCE, South 89 degrees, 17 minutes, 42 seconds West, a distance of 20.00 feet to the **POINT OF BEGINNING**;

CONTAINING: 400 square feet or 0.009 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

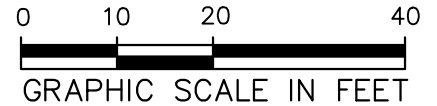
The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

 4/29/2020

Michael Larry Lewis, Jr. Date
Registered Professional Land Surveyor No. 5773
Pacheco Koch Consulting Engineers, Inc.
4060 Bryant Irvin Road, Fort Worth, TX 76109
(817) 412-7155
TX Reg. Surveying Firm LS-10008001
3053-20.129EX1.doc 3053-20.129EX1.dwg RMT

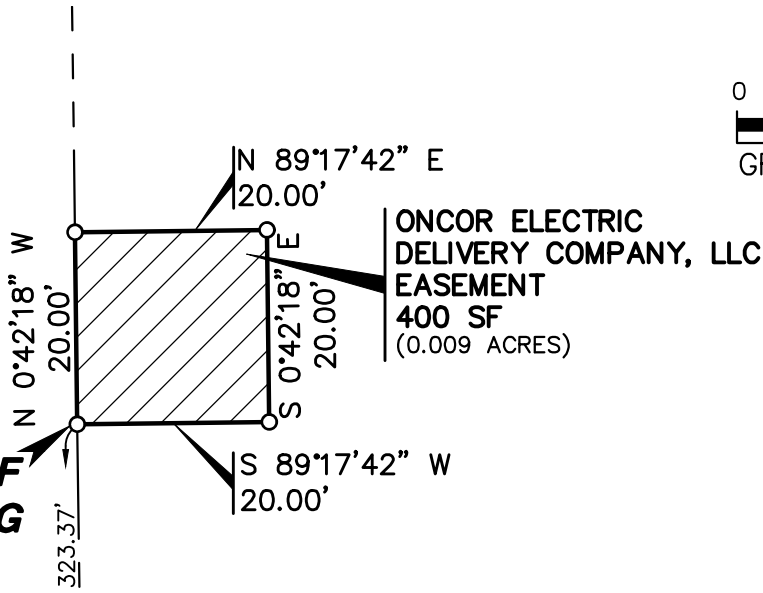


EXHIBIT "A"



S. BEACH STREET
(97' RIGHT-OF-WAY)

POINT OF BEGINNING

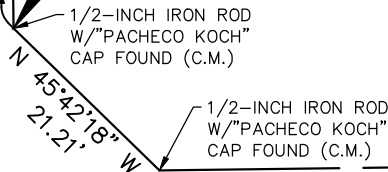


ONCOR ELECTRIC DELIVERY COMPANY, LLC EASEMENT
400 SF
(0.009 ACRES)

LOT 1R, BLOCK 1
POLYTECHNIC HIGH SCHOOL ADDITION
(CAB. A, SL. 9617)

FORT WORTH INDEPENDENT SCHOOL DISTRICT
(VOLUME 1237, PG. 358)

POINT OF COMMENCING



E. ROSEDALE STREET

(102' RIGHT-OF-WAY)

LEGEND	
	PROPERTY LINE
	EASEMENT LINE
(C.M.)	- CONTROLLING MONUMENT

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

4/29/2020
Date
Michael Larry Lewis, Jr.
Registered Professional Land Surveyor No. 5773



NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone 4202, based on observations made on August 23, 2018 with a combined scale factor of 1.00012.

ONCOR ELECTRIC DELIVERY COMPANY, LLC EASEMENT

PART OF
LOT 1R, BLOCK 1
POLYTECHNIC HIGH SCHOOL ADDITION
JOHN VANRIPER SURVEY, ABSTRACT NO. 1590,
CITY OF FORT WORTH, TARRANT COUNTY, TEXAS
PAGE 2 OF 2

Pacheco Koch 4060 BRYANT IRVIN ROAD
FORT WORTH, TX 76109 817.412.7155
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008001

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RMT	MLL	1"=20'	APRIL 2020	3053-20.129

M:\DWG-30\3053-20.129\DWG\SURVEY C.3D 2018\3053-20.129EX1.DWG

RTDWELL 4/29/2020 6:49 AM

**CONSENT AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVAL OF AN ADDITIONAL SERVICE FEE FOR AN EXISTING FACILITIES ANALYSIS (EFA) FOR THE LONG-RANGE FACILITIES MASTER PLAN

BACKGROUND:

To properly prepare for future District facility improvements, the Fort Worth ISD will be conducting an Existing Facilities Analysis. Staff members from the Capital Improvement Program and District Operations worked with the Facilities Master Plan Committee to develop a scope of work that will focus largely on the following areas: Campus and building adequacy at the District’s middle schools, high school athletics and fine arts, select elementary school campuses, as well as an equity study for district-wide facilities.

The Existing Facilities Analysis final report will render accurate data that can be effectively translated from scope to budget in a timely manner and provide a tool for more precise bond planning. Negotiations will include a discussion of the “specific” scope of work and the District’s expectations in terms of timelines and other components.

The Capital Improvement Program staff is recommending that the District exercise the option to issue an additional service to Procedeo Group Joint Venture for conducting the “Existing Facilities Analysis” as defined on Page 15, Article 4, Additional Services, 4.1, 4.1.7, on the current Owner’s Representative agreement. Staff members of the Capital Improvement Program will oversee this process and coordinate efforts with appropriate District Leadership.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve of an Additional Service Fee for an Existing Facilities Analysis for the Long-Range Facilities Master Plan
2. Decline to Approve of an Additional service fee for an Existing Facilities Analysis for the Long-Range Facilities Master Plan
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve of an Additional Service Fee for an Existing Facilities Analysis for the Long-Range Facilities Master Plan

FUNDING SOURCE

Additional Details

No Cost

TBD

COST:

Not to exceed \$1,450,000

VENDOR:

Procedeo Group Joint Venture

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

RATIONALE:

The Procedeo Group Joint Venture is already in the process of transforming the District's 14 comprehensive high school campuses into flexible, collaborative learning environments. With that same vision on the horizon for middle schools, staff is recommending that the District take advantage of the option to negotiate additional services to align future work with the 2017 bond projects and take advantage of the efficiency in terms of schedule and budget.

INFORMATION SOURCE:

Vicki Burris

**ACTION AGENDA ITEM
BOARD MEETING
May 26, 2020**

**TOPIC: APPROVE SECOND READING-REVISIONS TO BOARD POLICIES
CKC(LOCAL), CKE(LOCAL), DFFA(LOCAL), AND EHBB(LOCAL)**

BACKGROUND:

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met in regards to state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates TASB only makes recommendations where the district’s local policies are concerned. District personnel updates policies incorporating TASB’s recommendations and/or the needs of the district. The Board of Trustees always has the final say regarding which policies go in the manual.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading-Revisions to Board Policies CKC(LOCAL), CKE(LOCAL), DFFA(LOCAL) and EHBB(LOCAL)
2. Decline to Approve Second Reading-Revisions to Board Policies CKC(LOCAL), CKE(LOCAL), DFFA(LOCAL) and EHBB(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading-Revisions to Board Policies CKC(LOCAL), CKE(LOCAL), DFFA(LOCAL) and EHBB(LOCAL)

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments

RATIONALE:

The approval of these policies will update the language as recommended by TASB and/or District personnel.

INFORMATION SOURCE:

Karen Molinar

BOARD POLICY UPDATE #114

CKC(LOCAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS

Rationale:

Recommended revisions are to comply with new requirements for the District's emergency operations plan (EOP) to include "policies" on responding to an active shooter (HB 2195) and access to campus buildings and materials necessary for a substitute teacher to carry out his or her duties during an emergency or emergency drill (SB 11). The policy text affirms that the District's procedures on these topics will be included in the EOP.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's ~~Emergency Operations Plan~~ **emergency operations plan** and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. ~~Reasonable~~ **Reasonable** security measures when District property is used as a polling place;
2. **Response to an active shooter emergency; and**
3. **Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill..**

BOARD POLICY UPDATE #114

CKE(LOCAL) SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

Rationale:

Recommended revisions are to address SB 1707, which requires the Board to determine the duties of school resource officers (SRO) and include those duties in the District Improvement Plan, the Student Code of Conduct, any memorandum of understanding, and other relevant publications. SB 1707 also prohibits an SRO from being assigned routine student discipline or school administrative tasks.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

**School Resource
Officers**

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

Training

All school resource officers shall receive at least the minimum amount of education and training required by law.

[See CKEC]

BOARD POLICY UPDATE #114

DFFA(LOCAL) REDUCTION IN FORCE: FINANCIAL EXIGENCY

Rationale:

The recommended revision to this local policy on financial exigency was prompted by HB 3. The bill moved provisions from Education Code Chapter 42 to Chapter 48 and affected existing text on furloughs, which has been deleted, as the cross-reference provides sufficient guidance to the relevant legal authority.

Please note that because BJA(LOCAL) permits the Superintendent to delegate responsibilities to other employees, we have removed language referring to the Superintendent's designee throughout.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes ~~moved text~~.
- *Revision bars* appear in the right margin, as above.

**Plan to Reduce
Personnel Costs**

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEA];
- Furloughs [see DEA];
- ~~Furloughs, if the District has received certification from the commissioner of education of a reduction in funding under Education Code 42.009 [see CBA and DEA];~~
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the commissioner [see CEA and provisions at [Reduction in Force Due to Financial Exigency](#) ~~REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY~~, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at [Applicability](#) ~~APPLICABILITY~~, below.

- See DCD for the termination at any time of at-will employment [including grant-funded employees](#).
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract, if applicable.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

**Reduction in Force
Due to Financial
Exigency**

Applicability

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

Definitions

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.
2. "Discharge" shall mean termination of a contract during the contract period.

General Grounds

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA]- A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

Employment Areas

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education, or other positions paid with supplemental resources.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other District-wide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., “elementary programs” and “compensatory education programs” can be combined to identify an employment area of “elementary compensatory education programs”); and/or
2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

Criteria for Decision

The Superintendent ~~or designee~~ shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
- ~~2.~~ Performance: Effectiveness, as reflected by ~~the:~~
 - ~~a.~~ The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and any
 - ~~b.~~ Any other written evaluative information, including disciplinary information.

If the Superintendent ~~or designee~~ at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

- ~~3.~~2. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.
- ~~4.~~3. Professional Background: Professional education and work experience related to the current or projected assignment.

Superintendent
Recommendation

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

Board Vote	<p>After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.</p> <p>If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).</p> <p>If the Board votes to propose discharge of one or more employees, the hearing will be conducted by a TEA-appointed hearing examiner [see DFD].</p>
Notice	<p>The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:</p> <ol style="list-style-type: none">1. The proposed action, as applicable;2. A statement of the reason for the proposed action; and3. Notice that the employee is entitled to a hearing conducted by a TEA-appointed hearing examiner, in accordance with policies at DFBB and DFD.
Consideration for Available Positions	<p>An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.</p> <p>If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:</p> <ol style="list-style-type: none">1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.2. The evidentiary hearing by the independent hearing examiner, if the employee requests a hearing.
List of Vacancies	<p>For the six-month period following an employee's receipt of a notice of proposed nonrenewal or discharge, the District shall make available to the employee an updated list of vacancies.</p>
Hearing Request	<p>An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.</p>
Nonrenewal: Term Contract	
Discharge: Chapter 21 Contract	<p>An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD as specified in the notice of proposed discharge.</p>

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

Discharge: Non-
Chapter 21 Contract

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

Final Action

Hearing Requested

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

No Hearing
Requested

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

BOARD POLICY UPDATE #114

EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Rationale:

This local policy on gifted and talented (GT) services has been updated based on HB 3 and the newly adopted Texas State Plan for the Education of Gifted/Talented Students.

HB 3 requires a district to adopt a policy regarding the use of funds to support the district's GT program. The bill also requires a district to annually certify to the commissioner that the district's GT program is consistent with the GT state plan and report to the commissioner on the use of funds for the district's GT program. Corresponding revisions to the local policy appear at Program Evaluation.

Other revisions to align with the state plan include:

- Deletion throughout of the references to nominating students for the GT program;
- Broader language regarding the selection committee, as there is no requirement to specify in policy whether the committee is established at the district or campus level;
- More flexible language regarding reassessments and transfer students;
- New text to incorporate the requirement to consult with parents about a student exiting the program; and
- New text to incorporate the ability of an educator to appeal final decisions of the selection committee.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

NOMINATION/ REFERRAL	Students may be nominated /referred for the gifted and talented program at any time by teachers, counselors, parents, or other interested persons.
SCREENING AND IDENTIFICATION PROCESS	<p>The District shall provide assessment opportunities to complete the screening and identification process for nominated/referred students at least once per school year.</p> <p>The District may schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.</p>
PARENTAL CONSENT	The District shall obtain written parental consent for before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
IDENTIFICATION CRITERIA	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
ASSESSMENTS	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
SELECTION	A selection committee shall evaluate each nominated /referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law, and shall be established at each campus.
NOTIFICATION	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

REASSESSMENT	<p>If Tthe District shall reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades to determine appropriate program placement when a student moves from the elementary level to the secondary level and from grade 8 to grade 9.</p>
TRANSFER STUDENTS INTERDISTRICT	<p>When a student identified as gifted by a previous school district enrolls in the District, the selection committee shall review the student's records and conduct assessment procedures when necessary to determine if placement District shall place the student in the District's program for gifted and talented students for the remainder of the current school year.</p> <p>The District shall assess the student during the next annual screening period using the District's established identification criteria, and the selection committee shall determine if continued placement in the District's program for gifted and talented students is appropriate.</p> <p>[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]</p>
INTRADISTRICT	<p>A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.</p>
FURLOUGHS	<p>The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.</p> <p>In accordance with administrative regulations the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.</p>
EXIT PROVISIONS	<p>The District shall monitor student performance in response to gifted and talented the program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, and his or her educational needs, the committee may exit a student from the program. If a student or parent requests removal from the program, the selection committee shall meet with the parent and student before honoring the request finalizing an exit decision.</p>

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

APPEALS

A parent ~~or~~, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

PROGRAM
EVALUATION

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, counselors, students in the gifted and talented program, and the community.

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:

1. The establishment of a gifted and talented program by the District; and
2. That the District's program is consistent with the state plan for gifted and talented students.

COMMUNITY
AWARENESS

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

**ACTION AGENDA ITEM
BOARD MEETING
May 26, 2020**

TOPIC: APPROVE BOARD APPOINTMENTS TO THE DISTRICT ADVISORY COMMITTEE

BACKGROUND:

Board policy provides for the appointment of parent, business, and community representatives to the District Advisory Committee (DAC) in a manner that provides appropriate representation of the community's diversity {[BQA \(LOCAL\)](#)}. These representatives serve for two years and may be appointed for an additional two-year term.

Board policy and state law offer the following definitions:

1. A person who stands in parental relation to a student is considered a parent.
2. A parent who is an employee of the District is not considered a parent representative on the committee.
3. Representatives of businesses need not reside in the District nor must their businesses be located in the District.
4. Representatives of the community must reside in the District and must be at least 18 years old.

Applicants submitted an application and resume for review to be considered for appointment by the Board. These applications have been sent to all Board members for their review and consideration. Applications for all places were actively sought through the Principals' Packet, shared with schools, personal contacts, key stakeholder organizations, and direct emails to Board members. The terms of individuals appointed to these places will expire in May 2022.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Board Appointments to the District Advisory Committee
2. Decline to Approve Board Appointments to the District Advisory Committee
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Board decision

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

The appointment of these individuals to the committee will comply with Board policy and state law.

INFORMATION SOURCE:

Karen Molinar

Place 13-ES Parent (Appoint One)	Place 14-MS Parent (Appoint One)	Place 15-HS Parent (Appoint One)	Place 16-Sp. Ed. Parent (Appoint One)	Place 17- POC/SOC Parent (Appoint One)	Places 18-19 Community Representative (Appoint Two)	Places 20-21 Business Representative (Appoint Two)
Makenzie Carpenter District 1 Nominated by C.J. Evans	Hana Dobrovlny District 6 Nominated by self	Bret Helmer District 7 Nominated by R4 Foundation Board Members	Jason Amon District 9 Nominated by self	Chandra Riccetti District 9 Nominated by Meghan Day	Alexandra Thurston District 5 Nominated by Daphne Brookins	Steve Gay District 7 Nominated by Roberto Baeta
		Joy Schwartz District 6 Nominated by self	Carla Morton District 5 Nominated by self	Jennifer Ledbetter District 5 Nominated by self	Steven Poole District 5 Nominated by self	Estrus Tucker District 5 Nominated by C.J. Evans
				Cade Lovelace District 9 Nominated by self		

**ACTION AGENDA ITEM
BOARD MEETING
MAY 26, 2020**

**TOPIC: APPROVE COVID-19 RELATED 2019-2020 MISSED SCHOOL DAY
WAIVER**

BACKGROUND:

Due to the COVID-19 Pandemic beginning on Monday, March 16, 2020, the Fort Worth Independent School District (FWISD) was closed, but preparing, with campus and department staff working either on-site and/or remotely, in order to prepare so teachers and staff could deliver online instruction to students while they were at home and/or off-site. Non-instructional staff were also working remotely and/or on-site in preparation. Starting on Monday, March 30, 2020, the FWISD school was closed, but teachers and staff provided support to students to receive instruction at home and/or off-site. Both instructional and non-instructional staff were either working remotely, on-site, and/or a combination of both. Because FWISD was closed due to the COVID-19 virus, the Texas Education Agency (TEA) will approve missed school day waivers for the closed days with the requirement that FWISD provides educational supports for the off-campus education of all students. The missed school day waivers are necessary in order to receive all state funding.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve COVID-19 Related 2019-2020 Missed School Day Waiver
2. Decline to Approve COVID-19 Related 2019-2020 Missed School Day Waiver
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve COVID-19 Related 2019-2020 Missed School Day Waiver

FUNDING SOURCE

No Cost

Additional Details

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

All Schools and Departments

RATIONALE:

For school closures based on COVID-19 related concerns the FWISD must seek missed school day waivers for the closed days with the requirement that the FWISD provides educational supports for the off-campus education of all students. TEA will grant the missed school waivers as long as the FWISD commits to supporting students instructionally while at home. The FWISD is responsible for providing all necessary educational resources to a student’s parent/guardian and must also provide guidance on how the instruction is to be delivered to the student. TEA auditors may perform random audits to ensure that the FWISD is providing the necessary educational resources. The FWISD must also seek additional minute waivers from TEA in order to meet the 75,600 operational minute requirement. The FWISD must submit to TEA the “Instructional Continuity Attestation While Closed” document with a Missed School Day Waiver using the TEAL Waivers application. The missed school day waivers are necessary in order to receive all state funding.

INFORMATION SOURCE:

Michael Ball
 Karen Molinar
 Jerry Moore

Closed, But Committed to Providing Instruction

SECTION I: Information/Requirements

If an LEA has closed school due to COVID-19, the agency will provide missed school day waivers for the closed days with the requirement that the LEA provide educational supports for the off-campus education of all students. The waivers will be granted as long as the district commits to supporting students instructionally while absent from school grounds. This attestation will be required to be submitted with the waiver.

The school district or charter school is responsible for providing all necessary educational resources to a student’s parent/guardian and must also provide guidance on how the instruction is to be delivered to the student. Texas Education Agency (TEA) auditors may perform random audits to ensure that school districts and charter schools provided the necessary educational resources.

SECTION II: Attestation Statement

_____ *attests that parents/guardians are being provided with the educational resources and implementation assistance necessary to support an instructional program that will be provided off-campus to students who are absent due to concerns about the potential of illness or actual illness associated with COVID-19.*

SECTION III: Signatures

District Name	Superintendent Name	Board President Name

Date	Superintendent Signature

I, the superintendent of schools, attest that the district will comply with the requirements of the waiver application for the 2019-20 school year if granted.

Date	Board President Signature

I, the Board President, attest that the district will comply with the requirements of the waiver application for the 2019-20 school year if granted.

Attach completed attestation form to a 2019-20 Missed School Day Waiver request in TEAL no later than June 18, 2020

**ACTION AGENDA ITEM
BOARD MEETING
MAY 26, 2020**

TOPIC: APPROVE ORDER AUTHORIZING THE ISSUANCE OF “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT, AND DELIVERY OF SUCH BONDS, INCLUDING ESTABLISHING PROCEDURES AND DELEGATING MATTERS TO AUTHORIZED DISTRICT OFFICIALS

BACKGROUND:

On November 7, 2017, the voters approved the issuance of \$749,735,000 (the “2017 Authorization Amount”) in school bonds for the purpose of construction, renovation, acquisition and equipment of school buildings and school facilities within the District and the purchase of the necessary sites for school buildings and school facilities, including, but not limited to, a new relief elementary school, a new Leadership Academy, the relocation of an existing school facility, classroom additions, renovations to existing high schools, capital improvements, athletics and fine arts improvements, and technology improvements. In May 2018, the District sold Unlimited Tax School Building Bonds, Series 2018, resulting in a deposit of \$185,375,000 to the Projects Fund for the voter authorized projects. In October 2019, Unlimited Tax School Building Bonds, Series 2019A were sold resulting in a deposit of \$151,121,418 to the Projects Fund. In order to provide for adequate cash flows to fund the ongoing construction of voter authorized projects, the Administration has identified the need to issue additional bonds in the amount of \$140,000,000 that would provide cash flows to continue funding voter authorized projects. Such an issuance could be accomplished by the adoption of an Order authorizing the issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2020;” to levy a continuing direct annual ad valorem tax for the payment of said Bonds; and to resolve other matters incident and related to the issuance, sale, payment and delivery of said Bonds, including the approval and execution of a Purchase Contract, and the approval and distribution of a Preliminary Official Statement and an Official Statement; and delegating matters relating to the sale, issuance and delivery of the Bonds to authorized District officers.

The authority to issue the 2020 School Building Bonds and the delegation to the Superintendent and/or the Chief Financial Officer to negotiate certain terms with respect thereto shall terminate 180 days from the date hereof.

STRATEGIC GOAL:

2 – Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds”; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, including Establishing Procedures and Delegating Matters to Authorized District Officials.
2. Decline to Approve Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds”; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, including Establishing Procedures and Delegating Matters to Authorized District Officials.
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds”; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, including Establishing Procedures and Delegating Matters to Authorized District Officials.

FUNDING SOURCE *Additional Details*

Not Applicable Repayment of Bonds attained via District’s Debt Service Tax Rate

COST:

Estimated Transaction Costs to be financed (Underwriters' Discount and Costs of Issuance): up to \$1,275,000 depending on the final sizing.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Division of Business & Finance

RATIONALE:

Bonds are authorized to be issued pursuant to the Constitution and general Laws of the State of Texas, including Section 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, Chapter 1371, Texas Government Code, as amended, and an election held on November 7, 2017, and approved by a majority of the participating voters of the Fort Worth Independent School District.

INFORMATION SOURCE:

Michael Ball

**ACTION AGENDA ITEM
BOARD MEETING
MAY 26, 2020**

**TOPIC: APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF
3000 SHOTTS STREET AND 3008 SHOTTS STREET, FORT WORTH,
TEXAS 76107, EXCLUDING MINERAL INTERESTS**

BACKGROUND:

On May 12, 2020, the Board of Education (BOE), by Resolution, declared certain District-owned real property as surplus and no longer necessary for the operation of the school district. Pursuant to Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District, the District, in conjunction with the engagement of a real estate brokerage firm, sought bids on this surplus property, evaluated all bids for best value to the District and, as a result of those efforts, is now seeking the BOE to approve the attached Purchase and Sale Agreement pertaining to:

3000 Shotts Street, Fort Worth, TX – Security Building

Legal Description: Baileys Industrial Addition Block B Lot 1D 1D- E1/2 1E BLK B of the City of Fort Worth, Tarrant County, Texas.

3008 Shotts Street, Fort Worth, TX – Security Parking Lot

Legal Description: Baileys Industrial Addition Block B Lot 1FR E50' X 125' 1FR BLK B of the City of Fort Worth, Tarrant County, Texas.

The above properties, when sold, would exclude the conveyance of any mineral interests owned by the District. The sale is at, or above, the current appraised value of the properties.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase and Sale Agreement for the Sale of 3000 Shotts Street and 3008 Shotts Street, Fort Worth, Texas 76107, Excluding Mineral Interests
2. Decline to Approve Purchase and Sale Agreement for the Sale of 3000 Shotts Street and 3008 Shotts Street, Fort Worth, Texas 76107, Excluding Mineral Interests
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase and Sale Agreement for the Sale of 3000 Shotts Street and 3008 Shotts Street, Fort Worth, Texas 76107, Excluding Mineral Interests.

FUNDING SOURCE *Additional Details*

Not Applicable

COST:

All costs associated with the sale of 3000 Shotts Street and 3008 Shotts Street, Fort Worth, Texas 76107 will be paid out of the closing of said properties.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Superintendent of Schools
Multiple Departments within FWISD

RATIONALE:

Extensive work has been performed by Administration to determine real estate holdings no longer necessary for the operation of Fort Worth Independent School District. The properties located at 3000 Shotts Street and 3008 Shotts Street, Fort Worth, Texas 76107 have, by Resolution dated May 12, 2020, been declared surplus by the BOE. As a result, Administration is seeking the BOE to approve the attached Purchase and Sale Agreement in order to sell the properties at 3000 Shotts Street and 3008 Shotts Street, Fort Worth, Texas 76107. The sale of these properties will be in compliance with Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District.

INFORMATION SOURCE:

Kent P. Scribner, Ph.D.

AGREEMENT OF PURCHASE AND SALE

BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

AS SELLER

AND

KEYSTONE INVESTMENT OPPORTUNITIES, LLC,
a Delaware limited liability company

AS PURCHASER

covering and describing

3000 & 3008 Shotts Street, Fort Worth, TX 76107

situated
in
Tarrant County, Texas

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made to be effective as of the date described in Section 10.27 hereof, by and between Fort Worth Independent School District, a political subdivision of the State of Texas ("Seller"), and Keystone Investment Opportunities, LLC, a Delaware limited liability company ("Purchaser").

W I T N E S S E T H:

ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at Closing (as such term is defined in Section 5.1 hereof) (collectively, the "Property"):

(a) the land situated in Tarrant County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), together with all appurtenant easements and any other rights and interests appurtenant to and benefiting the Land, including, without limitation, all of Seller's right, title and interest, if any, in and to (i) all development rights, air rights and water rights with respect to the Land, and (ii) all easements, rights of way or other real property interests appurtenant to the Land, and in, to or under any land, highway, alley, street or right of way abutting or adjoining the Land (collectively, the "Appurtenant Rights");

(b) All buildings, structures, improvements and fixtures located on the Land (collectively, the "Improvements") (the Land, the Appurtenant Rights and the Improvements are collectively referred to herein as the "Real Property");

(c) All of Seller's right, title and interest in and to any assignable third-party contracts and agreements relating to the upkeep, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume, to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the "Operating Agreements"), and with the Operating Agreements Purchaser assumes as set forth above being referred to herein as the "Assumed Operating Agreements";

(d) All of Seller's right, title and interest in and to any assignable permits, licenses, registrations and certificates of any federal, state or local government or other political subdivision thereof, including, without limitation, any agency or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the person or property in question (each a "Governmental Authority") relating to the upkeep, ownership, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume,

to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the “Permits”), and with the Permits Purchaser assumes as set forth above being referred to herein as the “Assumed Permits”; and

(e) All of Seller’s keys, key cards, security codes, passwords, and combinations to the Property.

The Property does not include any oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property, all of which are excluded from the transaction contemplated hereby and all of which will be reserved by Seller. Seller waives and releases, on behalf of Seller and Seller’s successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Seller as of the Effective Date, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

1.2 Permitted Exceptions.

The Property shall be conveyed subject to the following matters (collectively the “Permitted Exceptions”):

- (a) the matters deemed to be Permitted Exceptions pursuant to Section 2.3 hereof;
- (b) building restrictions and zoning regulations heretofore or hereafter adopted by any Governmental Authority relating to or encumbering the Property;
- (c) real property taxes for the year of Closing and subsequent years; and
- (d) the Ground Lease (as defined below).

1.3 Purchase Price.

Seller shall sell and Purchaser shall purchase the Property for a purchase price of \$748,445.06 (the “Purchase Price”).

1.4 Payment of Purchase Price.

The Purchase Price shall be paid by Purchaser to Seller in cash or immediately available funds at Closing.

1.5 Earnest Money.

Within three (3) business days of the Effective Date, Purchaser shall deposit with Rattikin Title Company (the “Title Company”), having its office at 201 Main Street, Suite 800, Fort Worth, Texas 76102, Attention: Megan Newburn, the sum of \$7,878.37 in cash (the “Earnest Money”) to be held by the Title Company as earnest money in accordance with the terms of this

Agreement. The Title Company is hereby instructed to hold the Earnest Money in an interest-bearing account. All interest accruing on the Earnest Money shall become a part thereof and shall be delivered to the party entitled to receive the Earnest Money. If Purchaser fails to deposit the Earnest Money with the Title Company as provided for herein, this Agreement shall automatically terminate and neither party shall have any further rights, duties or obligations hereunder, other than Purchaser's Repair and Indemnification Obligations (as such term is defined in Section 3.2 hereof), which shall survive the termination of this Agreement.

1.6 Ground Lease.

At Closing, Purchaser shall lease the Property back to Seller for a term commencing on the date of Closing and ending, subject to the terms of the executed lease, on a date that is one (1) year after the Closing Date (the "Ground Lease"). During the Inspection Period, Purchaser and Seller shall negotiate and agree on a form of the Ground Lease, which will include that (i) the rental payment due for the initial six (6) months of the Ground Lease is \$1.00; (ii) for the final six (6) months of the initial term of the Ground Lease, the rental amount shall be sufficient for Purchaser to yield a 7.0% rate return on the Purchase Price; (iii) Seller may extend the term of the Ground Lease two (2) times for an additional one (1) year term each by delivering notice of Seller's election to extend the term at least 120 days prior to the expiration of the then current term; (iv) the rental amount that would be payable during the first extended term of the Ground Leases would be an amount sufficient for Purchaser to yield an 11.0% return on its investment in the Property and rent for the third year of the Ground Lease and all subsequent years shall increase based on increases in the consumer price index; (v) effective on or after the initial term of the Ground Lease, Seller shall have the option to terminate the Ground Lease, without penalty, at any time on at least 180 days' notice to Purchaser; and (vi) such lease is on an "AS IS" AND "WHERE IS" basis. For clarification, Seller may terminate the Ground Lease effective at the end of the initial term by providing such notice at least 180 days prior to the expiration of the initial term. The Ground Lease shall permit Seller to use the Property for any lawful purpose, and shall be a "triple net" lease, with Seller responsible for all operating expenses, taxes, maintenance, repairs, insurance (in such amounts as Seller may elect to carry, consistent with Seller's insurance program for Seller's owned properties, as the same may exist from time to time) and other costs associated with the operation of the Property. The Ground Lease is a material portion of the consideration to Seller for the sale of the Property, and the form of Ground Lease shall be reasonably acceptable to Seller and Purchaser. A proposed form of the Ground Lease shall be delivered by Purchaser to Seller within 10 business days after the Effective Date.

1.7 Independent Contract Consideration.

Notwithstanding anything to the contrary contained in this Agreement, \$50.00 of the Earnest Money (the "Independent Contract Consideration"), which amount Seller and Purchaser hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement, shall be non-refundable, and shall be promptly delivered by the Title Company to Seller, immediately upon receipt. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, and is nonrefundable in all events. If Closing occurs, the Independent

Contract Consideration shall be credited against the Purchase Price, along with the remainder of the Earnest Money.

ARTICLE II TITLE AND SURVEY

2.1 Commitment for Title Insurance.

Seller and Purchaser hereby instruct the Title Company to deliver to Purchaser, Seller and the Surveyor (as such term is defined in Section 2.2 hereof), within 20 days after the Effective Date, a Commitment for Title Insurance (the "Title Commitment") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue to Purchaser at Closing an Owner Policy of Title Insurance, the Owner's Policy to be issued by an underwriter reasonably acceptable to Purchaser, on the standard form of policy prescribed by the Texas State Board of Insurance and in the amount of the Purchase Price with endorsements, including T-19.1 and T-19.2 endorsements, and other modifications agreed to by Purchaser and the Title Company (the "Owner's Policy"). Seller and Purchaser further instruct the Title Company to deliver to Seller, Purchaser and the Surveyor legible copies of all instruments referred to on Schedules B or C of the Title Commitment.

2.2 Survey.

Purchaser may, within 30 days after the Effective Date and, at Purchaser's expense, cause a current Texas Society of Professional Surveyors Category 1A, Condition II survey or an ALTA survey (the "Survey"), to be performed and completed on the Property by a Registered Professional Land Surveyor licensed by the State of Texas and reasonably acceptable to Seller, Purchaser and the Title Company (the "Surveyor"). The Survey shall be in a form reasonably acceptable to Seller, Purchaser and the Title Company and a copy thereof shall be delivered to Seller, Purchaser and the Title Company. Upon Seller's and Purchaser's approval of the Survey and unless otherwise agreed by Seller and Purchaser in writing, the legal description contained in the Survey shall be the legal description contained in the documents used to convey the Property from Seller to Purchaser.

2.3 Title Review Period.

Purchaser shall have 10 business days (the "Title Review Period") after the receipt of the Title Commitment and the Survey (if obtained within the time period set forth in Section 2.2 hereof) to provide Seller with written notice (the "Title Objection Letter") of Purchaser's objections to anything contained in the Title Commitment or the Survey (collectively "Title Objections"); provided, however, that none of the items described in Section 1.2 (b) or (c) hereof may be the basis for a Title Objection. Any item contained in the Title Commitment or the Survey to which Purchaser does not object pursuant to the Title Objection Letter shall be deemed a Permitted Exception. If Purchaser delivers to Seller a Title Objection Letter, Seller shall have 10 days, or such greater period of time as may be agreed upon in writing by Seller and Purchaser (the "Cure Period"), during which Seller shall have the right, but not the obligation, to cure or remove the Title Objections and deliver to Purchaser a revised Title Commitment evidencing such cure or removal. Prior to the expiration of the Cure Period, Seller shall provide Purchaser

with written notice (the “Title Response Letter”) setting forth those Title Objections which Seller has cured or removed and those Title Objections which Seller is unable or unwilling to cure or remove; provided, however, that if Seller does not deliver to Purchaser a Title Response Letter prior to the expiration of the Cure Period, Seller shall be deemed to have elected not to cure or remove any uncured Title Objections. If Seller fails to cure or remove all Title Objections to the reasonable satisfaction of Purchaser and the Title Company, Purchaser may, as its sole and exclusive remedy which may be exercised at any time within 5 business days after the expiration of the Cure Period, either terminate this Agreement by written notice to Seller, in which event the Title Company shall return the Earnest Money (less the Independent Contract Consideration) to Purchaser, or waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price. Purchaser’s failure to send written notice of the election available to it pursuant to the preceding sentence within 5 business days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price, in which case all uncured Title Objections shall automatically be deemed Permitted Exceptions.

2.4 Owner’s Policy.

At Closing, the Title Company shall furnish to Purchaser, at Seller’s expense except as set forth below, the Owner’s Policy. The Owner’s Policy may contain as exceptions the standard printed exceptions, subject to any endorsements and other modifications agreed to by Purchaser and the Title Company, and the Permitted Exceptions. Notwithstanding anything contained herein to the contrary, if Purchaser requests any endorsements (including the T-19.1 and T-19.2), modifications or additional title insurance coverage, including, without limitation, that the “survey exception” in the Owner’s Policy be modified to read “shortages in area” (collectively, the “Additional Coverage”), Purchaser shall pay all fees and additional premiums charged by the Title Company in connection therewith.

ARTICLE III INSPECTION PERIOD

3.1 Delivery of Materials.

Within 5 days after the Effective Date, Seller shall, at Seller’s election, either deliver to Purchaser or make available to Purchaser via an online document repository the following (the “Due Diligence Materials”):

- (a) copies of any as-built plans and specifications for the Property, if in Seller’s possession;
- (b) copies of any existing surveys of the Property, if in Seller’s possession;
- (c) copies of any inspection reports or other third-party reports relating to the physical condition of the Property in Seller’s possession, including, without limitation, any environmental inspection reports;

(d) copies of any inspection reports, correspondence or other documentation concerning the compliance of the Property with applicable rules, regulations, ordinances and laws of all Governmental Authorities having jurisdiction, if in Seller's possession;

(e) copies of the Operating Agreements;

(f) copies of all oil and gas or other mineral leases or conveyances encumbering or affecting the Property, if in Seller's possession; and

(g) copies of the Permits, if in Seller's possession.

SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER.

3.2 Right of Inspection.

Purchaser, and Purchaser's representatives, employees, agents and independent contractors and consultants, shall have the right, beginning on the Effective Date and ending on the day of Closing or earlier termination of this Agreement, to enter the Property to make a physical inspection and assessment of the Property; provided, however, that (a) Purchaser shall give Seller at least 1 business days prior notice before entering into the Property (which may be written or oral), (b) no intrusive testing, including, without limitation, the taking of any soil samples or the equivalent, shall occur without Seller's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), as to the nature and scope of the same and the identity of the consultant or contractors performing the same, and (c) if requested by Seller, any such inspections and assessments shall be conducted in the presence of Seller or its designated representative. Purchaser agrees to (i) promptly repair any damage done to the Property in connection with Purchaser's inspection and assessment, and (b) indemnify, defend and hold Seller harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest) resulting from Purchaser's inspection and assessment (collectively "Purchaser's Repair and Indemnification Obligations"), EXCEPT TO THE EXTENT THE SAME ARE (I) CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR AN AFFILIATE, AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER; OR (II) DUE SOLELY TO THE MERE DISCOVERY OF ANY PRE-EXISTING CONDITIONS (EXCEPT TO THE EXTENT PURCHASER'S INSPECTIONS EXACERBATE SUCH CONDITION). All inspections and assessments shall be conducted at times and in a manner that will not unreasonably interfere with use of the Property by Seller or its tenants, if any. Purchaser shall promptly provide Seller with a true, correct and complete copy of all written inspection reports, assessments or similar documentation prepared by or on behalf of Purchaser with respect to the

Property; provided, however, the same will be provided to Seller without any representation or warranty from Purchaser.

3.3 Right of Termination.

If Purchaser determines that the Property is not suitable for its purposes or for any other reason, or no reason at all, Purchaser shall have the right to terminate this Agreement by sending written notice thereof (a "Notice of Termination") to Seller prior to 11:59 p.m., Fort Worth, Texas time, on the date that is 60 days after the Effective Date (the "Inspection Period"); provided, however, in the event that the Effective Date is prior to June 1, 2020, the Inspection Period shall expire on July 31, 2020 (as may be extended pursuant to the terms of this Agreement). For the avoidance of doubt, Purchaser and Seller agree that delivery of the Notice of Termination via email to the email addresses shown in Section 10.6 hereof shall constitute notice for this section. Upon delivery by Purchaser to Seller of a Notice of Termination, this Agreement shall terminate (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser. Purchaser shall have the right to extend the Inspection Period for one additional period of 30 days by providing Seller with written notice of such extension prior to the expiration of the initial Inspection Period and simultaneously depositing with the Title Company \$1,969.59 in additional Earnest Money. If Purchaser fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, as it may be extended as provided above, Purchaser's right to terminate this Agreement pursuant to this Section 3.3 shall automatically expire and be rendered null and void.

ARTICLE IV CONDITIONS PRECEDENT

4.1 Conditions Precedent to Seller's Obligations.

It shall be an express condition precedent to Seller's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Seller, with any waiver to be effective only if the same is executed by an authorized officer of Seller, expressly waives a particular condition and expressly refers to this Section 4.1:

- (a) All representations and warranties made by Purchaser pursuant to this Agreement shall be true and correct in all material respects;
- (b) Purchaser shall have delivered to Seller or deposited with Title Company for the benefit of Seller, all of the documents and other items set forth in Section 5.3 hereof;
- (c) Seller and Purchaser have entered into the Ground Lease; and
- (d) All covenants and other obligations of Purchaser set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Seller in the manner specified above as of the date of Closing, Seller shall have the right, but not the

obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.1 is intended to be or shall be construed as a limitation of any remedies available to Seller pursuant to Section 7.1 hereof if Purchaser defaults under this Agreement.

4.2 Conditions Precedent to Purchaser's Obligations.

It shall be an express condition precedent to Purchaser's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Purchaser, with any waiver to be effective only if the same is executed by an authorized officer of Purchaser, expressly waives a particular condition and expressly refers to this Section 4.2:

(a) All representations and warranties made by Seller pursuant to this Agreement shall be true and correct in all material respects;

(b) Seller shall have delivered to Purchaser or deposited with Title Company for the benefit of Purchaser, all of the documents and other items set forth in Section 5.2 hereof;

(c) Seller and Purchaser have entered into the Ground Lease;

(d) The Title Company shall have issued to Purchaser (or the respective grantee under the Deed) the Owner's Policy, including T-19.1 and T-19.2 endorsements (or a marked-up and signed commitment to issue the Owner's Policy or a signed pro forma Owner's Policy, and in either such instance with the Title Company irrevocably committed to issuing the Owner's Policy upon effectuation of Closing);

(e) Seller shall have cured all title and survey matters it agreed to cure in Seller's Title Response Letter; and

(f) All covenants and other obligations of Seller set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Purchaser in the manner specified above as of the date of Closing, Purchaser shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.2 is intended to be or shall be construed as a limitation of any remedies available to Purchaser pursuant to Section 7.2 hereof if Seller defaults under this Agreement.

ARTICLE V
CLOSING

5.1 Time and Place.

The closing of the transaction contemplated hereby (“Closing”) shall take place by escrow of documents and funds with the Title Company at 2:00 p.m., Fort Worth, Texas time, on the 30th day after the expiration of the Inspection Period (or the nearest business day thereafter if such day is a Saturday, Sunday or legal holiday in Tarrant County, Texas) or on such other date and at such time as may be agreed upon in writing by Seller and Purchaser.

5.2 Seller’s Obligations at Closing.

At Closing, Seller shall:

- (a) deliver to Purchaser a duly executed Special Warranty Deed (the “Deed”) in the form of Exhibit B attached hereto and made a part hereof for all purposes executed and acknowledged by Seller and in recordable form, conveying the Property to Purchaser free and clear of all encumbrances except the Permitted Exceptions;
- (b) join with Purchaser in the execution of the Ground Lease and any memorandum of the same contemplated thereby;
- (c) join with Purchaser in the execution and acknowledgement of any disclosure notices and reports required by applicable state and local law in connection with the conveyance of real property;
- (d) if required by applicable law, deliver to Purchaser a FIRPTA Affidavit (the “FIRPTA Affidavit”) in the form of Exhibit C attached hereto and made a part hereof for all purposes, duly executed by Seller, stating that Seller is not a “foreign person” as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;
- (e) join with Purchaser in the execution of an Assignment and Assumption of Contracts and Permits (the “Assignment”) substantially in the form of Exhibit D assigning the Assumed Operating Agreements and the Assumed Permits to Purchaser, with the assumption by Purchaser of the liabilities and obligations thereunder accruing from and after the date of Closing;
- (f) deliver to Purchaser Seller’s signature page to the Settlement Statement prepared by the Title Company;
- (g) subject to the Ground Lease, deliver to Purchaser possession to the Property and all keys and key codes, as applicable, for all security systems, rooms, offices, safes, deposit boxes, or other locked or lockable areas, facilities or items;
- (h) deliver to the Title Company an “Owner’s Affidavit” in a form reasonably acceptable to the Title Company and Seller; and

(i) deliver to the Title Company evidence, as the Title Company may reasonably require, as to the authority of the person or persons executing documents on behalf of Seller.

5.3 Purchaser's Obligations at Closing.

At Closing, Purchaser shall:

(a) Pay to the Title Company for distribution to the Seller upon Closing the Purchase Price, subject to prorations and adjustments set forth herein, in cash or readily available funds, it being agreed that the Earnest Money shall be delivered to Seller at Closing and applied towards payment of the Purchase Price;

(b) join with Seller in the execution of the Ground Lease and any memorandum of the same contemplated thereby;

(c) join with Seller in execution of the instruments described in Section 5.2(c) hereof, to the extent Purchaser is required to be a party thereto;

(d) join with Seller in the execution of the Assignment;

(e) deliver to Seller Purchaser's signature page to the Settlement Statement prepared by the Title Company; and

(f) deliver to the Title Company evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

5.4 Prorations.

Subject to the terms of the Ground Lease, real property taxes and assessments for the remainder of the year after Closing and subsequent years shall be assumed by Purchaser. Seller and Purchaser acknowledge that Seller is an entity exempt from real property taxes and assessments and during Seller's ownership of the Property, no real property taxes or assessments have been due and payable. Gas, electricity and other utility charges for accounts that will remain in effect after Closing shall be apportioned with respect to the Property as of the date of Closing. The prorations provisions in this Agreement shall not affect Seller's obligations under the Ground Lease. Seller shall receive the income from and, except as set forth above, shall be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within 30 days after receiving written demand therefor. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested within 120 days

after the date all necessary information is available to make a complete and accurate determination of such apportionments. The provisions of this Section 5.4 shall survive Closing.

5.5 Closing Costs.

Seller shall pay (a) the fees of any counsel representing it in connection with the transaction contemplated hereby, (b) the basic premium for the Owner's Policy (excluding the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, which fees and additional premiums shall be paid by Purchaser), (c) the fees for recording the Deed, (d) Seller's Broker's Commission (as such term is defined in Section 9.1 hereof), (e) 1/2 of any escrow fee which may be charged by the Title Company in connection with the transaction contemplated hereby; and (f) any other closing costs customarily paid for by the seller of real estate in Tarrant County, Texas.

Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, (c) the cost of the Survey, (d) 1/2 of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby; and (e) any other closing costs customarily paid for by the purchaser of real estate in Tarrant County, Texas.

All other items of income and expense as are customarily adjusted or prorated upon the sale and purchase of real property shall be made on an accrual basis in accordance with generally accepted accounting principles, and based on the actual number of days in the period.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of Seller.

Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Seller has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity (other than any liens or other encumbrances that will be released at or prior to Closing), (iii) conflict with or violate the organizational documents of Seller, or (iv) result in the creation or imposition of any lien on the Property;

(d) To Seller's Knowledge (as defined below), there is no pending condemnation of the Property as of the Effective Date;

(e) To Seller's Knowledge, there is no pending litigation affecting the Property as of the Effective Date which will bind the Property or Purchaser after Closing; and

(f) There are no leases or other occupancy agreements encumbering the Property which will bind the Property or Purchaser after Closing.

As used in this Agreement, "Seller's Knowledge" means the current, actual knowledge of those employees of Seller whose job descriptions include the management and operation of the Property.

6.2 Representations and Warranties of Purchaser.

Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Purchaser is a limited liability company, duly organized and in good standing under the laws of the State of Delaware. Purchaser is, or will be before Closing, in good standing and authorized to do business in the State of Texas. Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated

hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser;

(d) Purchaser is not a consumer as defined by the Texas Deceptive Trade Practices - Consumer Protection Act and has experience in financial and business matters that enable it to evaluate the risks and merits of the transaction contemplated hereby;

(e) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(f) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller; and

(g) Purchaser is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Executive Order") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (the "OFAC") and in any enabling legislation or other executive orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the "Executive Orders"). Neither Purchaser nor any beneficial owner of Purchaser is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "Lists"), (ii) person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.

6.3 Covenants of Seller.

Seller hereby covenants to Purchaser, which covenants shall survive Closing, as follows:

(a) From the Effective Date through the Closing or earlier termination of this Agreement, Seller shall operate the Property in manner consistent with recent past custom and practices for the operation, maintenance and repair of the Property (the "Ordinary Course of Business"), including, without limitation, (i) maintaining all existing insurance coverages for the Property, (ii) performing maintenance and repairs in the Ordinary Course of Business, (iii) maintaining all licenses and permits required for the

Seller's continued ownership, use and operation of the Property; and (iv) not removing or permitting to be removed any fixtures on the Land which constitute real property except as necessary for repairs or replacements of worn out or obsolete items in the Ordinary Course of Business with items of similar quality and utility. Seller shall promptly advise Purchaser of any litigation, arbitration or administrative hearing or similar matter concerning or affecting the Property of which Seller obtains actual knowledge.

(b) Until the Closing or earlier termination of this Agreement, Seller shall not, without the prior written consent of Purchaser (such consent to be in Purchaser's sole discretion) (i) amend, modify, extend, renew or terminate any of the Assumed Operating Agreements, or (ii) enter into any new equipment lease, service contract, lease, franchise agreement, trademark agreement, license agreement, management agreement or other contract or agreement in respect of the Property, except for new equipment leases, repair, maintenance or service contracts entered into in the Ordinary Course of Business and that are terminated by Seller prior to Closing. Further, Seller shall use commercially reasonable efforts, at no cost to Seller, to obtain all necessary consents, approvals, and authorizations required for the assignment of the Assumed Operating Agreements by Seller to Purchaser. Before Closing, but subject to the terms of the Ground Lease, Seller shall cancel or terminate all Operating Agreements other than the Assumed Operating Agreements.

(c) Seller shall not take any of the following actions without the prior written consent of Purchaser, which consent shall be in Purchaser's sole discretion: (i) make or permit to be made any material alterations to any part of the Property, except as required due to an emergency relating to the health or safety or by applicable law; or (ii) grant any new liens or encumbrances upon the Property that will not be discharged upon the Closing;

(d) To the extent received by Seller during the pendency of this Agreement, Seller will promptly deliver to Purchaser copies of written default notices, notices of lawsuits and notices of violations affecting the Property.

(e) During the pendency of this Agreement, Seller (i) will not directly or indirectly (through a broker or otherwise), further market, negotiate or otherwise attempt to sell or transfer the Property, or any portion thereof, to any other party other than Purchaser and (ii) will not accept nor agree to any letter of intent, purchase agreement or other back-up or contingent contracts relating to the sale of all or any portion of the Property other than with Purchaser.

6.4 Covenants of Purchaser.

Purchaser hereby covenants to Seller, which covenants shall survive Closing, as follows:

(a) Purchaser shall, in connection with its inspection and assessment of the Property during the Inspection Period, inspect the Property for the presence of Hazardous Substances (as such term is defined below) and shall, once received, promptly provide Seller with a true, correct, complete and legible copy of all written inspection reports and

other documentation prepared by or on behalf of Purchaser in connection with such inspection. PURCHASER HEREBY ASSUMES FULL RESPONSIBILITY FOR SUCH INSPECTIONS AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST SELLER ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY. As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "pollutant" "contaminant" or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) ("EPCRA"), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials, and (iv) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," "industrial solid waste," "solid waste," "radioactive waste" or "special waste from health care facility" in the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann ch. 361), the Texas Clean Air Act (Tex. Health & Safety Code ch 282), the Texas Pesticide Control Act (Tex. Agric. Code Ann. § 76.001 et seq.) and those substances included within the definitions of "hazardous substances," "regulated substances" or "petroleum products" in Subchapter I of the Texas Water Code (Tex. Water Code Ann ch 26, subch. I) and in the regulations promulgated pursuant to any of such laws, all as the same may be amended from time to time (collectively "Environmental Laws"). IT IS THE INTENTION OF SELLER AND PURCHASER THAT THE WAIVER CONTAINED IN THIS SECTION 6.4(A) APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF SELLER'S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER'S AGENTS, EMPLOYEES AND CONTRACTORS; anything in this Agreement notwithstanding, no provision in this Agreement shall limit Seller's obligations to Purchaser or an affiliate of Purchaser

contained in the Ground Lease. The provisions of this Section 7.1(a) shall survive Closing.

(b) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA;

(c) Neither Purchaser nor any officer or director of Purchaser is either a “party in interest” (as defined in Section 3(14) of ERISA) or a “disqualified person” (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller;

(d) Purchaser shall make its policies, procedures and practices regarding compliance with the Executive Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice; and

(e) If Purchaser or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty or liability to Purchaser upon written notice to Purchaser, in which event, the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

ARTICLE VII DEFAULT

7.1 Default by Purchaser.

If Purchaser fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Seller’s default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Seller shall be entitled, **AS ITS SOLE AND EXCLUSIVE REMEDY**, to terminate this Agreement (except for Purchaser’s Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive the Earnest Money, as liquidated damages for the breach of this Agreement.

SELLER AND PURCHASER AGREE THAT IF THIS AGREEMENT IS TERMINATED PURSUANT TO THIS SECTION 7.1, THE DAMAGES THAT SELLER WOULD SUSTAIN AS A RESULT OF SUCH TERMINATION WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO ASCERTAIN. SELLER AND PURCHASER FURTHER AGREE THAT THE EARNEST MONEY IS A FAIR AND REASONABLE APPROXIMATION OF WHAT SELLER’S ACTUAL DAMAGES WOULD BE UNDER SUCH CIRCUMSTANCES. ACCORDINGLY, SELLER AND PURCHASER AGREE THAT SELLER SHALL RETAIN THE EARNEST MONEY AS FULL AND COMPLETE LIQUIDATED DAMAGES AND AS SELLER’S SOLE AND EXCLUSIVE REMEDY FOR SUCH TERMINATION.

7.2 Default by Seller.

If Seller fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Purchaser's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Purchaser shall be entitled, AS ITS SOLE AND EXCLUSIVE REMEDY, to either (a) enforce specific performance of this Agreement, or (b) terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement), receive a refund of the Earnest Money (less the Independent Contract Consideration) and receive from Seller an amount equal to Purchaser's third party out of pocket due diligence and legal costs actually incurred by Purchaser in connection with the transaction contemplated hereby, such amount not to exceed \$3,939.18 (the "Due Diligence Reimbursement"). If Purchaser terminates this Agreement pursuant to the preceding sentence, Seller shall be released from any and all duties, obligations and liability hereunder, other than the Due Diligence Reimbursement. UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, IT BEING UNDERSTOOD BY PURCHASER THAT THE ABOVE DESCRIBED REMEDY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY. Purchaser shall be deemed to have elected to terminate this Agreement and receive a refund of the Earnest Money (less the Independent Contract Consideration) if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Tarrant County, Texas, on or before 30 days after the date on which Closing was to have occurred.

ARTICLE VIII CASUALTY AND CONDEMNATION

8.1 Casualty.

If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller, is equal to or in excess of 15% of the Purchase Price, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Casualty Termination Notice") within 15 days after the later to occur of (a) the date Purchaser receives notice of the damage or destruction; and (b) Purchaser's receipt from a qualified third-party reasonably acceptable to Purchaser and hired by Seller, at its sole cost and expense, evidencing the estimated cost to repair the damage to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or elect to consummate the transaction contemplated hereby, in which event Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If Purchaser fails to send Seller a Casualty Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.1 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, and (i) Seller's right

to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller is less than 15% of the Purchase Price, Purchaser shall have no right to terminate this Agreement as a result thereof, and Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing after which the estimated cost to repair any uninsured damage or destruction to the Property, as determined by a qualified third-party reasonably acceptable to Purchaser and hired by Seller, is equal to or in excess of \$50,000.00 and Seller does not agree in writing to give Purchaser a credit against the Purchase Price at Closing in the amount of such uninsured damage or destruction, Purchaser shall have the right to terminate this Agreement by providing written notice to Seller within 15 days after the date Purchaser receives written notice from Seller of the amount of uninsured damage or destruction to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

8.2 Condemnation.

If any condemnation or written threat of condemnation of all or any material part of the Property (as reasonably determined by Purchaser) occurs subsequent to the Effective Date and prior to the date of Closing, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Condemnation Termination Notice") within 15 days after the date Purchaser receives notice of the condemnation or written threat of condemnation in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation. If Purchaser fails to send Seller a Condemnation Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.2 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE IX
COMMISSIONS

9.1 Commissions.

Seller agrees to pay to Jones Lange LaSalle Brokerage Inc., a Texas corporation (“Seller’s Broker”), a commission if the transaction contemplated hereby is consummated and funded, but not otherwise. Such commission shall be in the amount set forth in a separate written agreement between Seller and Seller’s Broker. Purchaser agrees that if any claim is made for brokerage commissions or finder’s fees by any broker, finder or agent (other than Seller’s Broker) by, through or on account of any acts of Purchaser or its agents, employees or representatives, Purchaser will hold Seller free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys’ fees, accountants’ fees, court costs and interest) in connection therewith. Seller agrees that if any claim is made for brokerage commissions or finder’s fees by any broker, finder or agent by, through or on account of any acts of Seller or its agents, employees or representatives, Seller will hold Purchaser free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys’ fees, accountants’ fees, court costs and interest) in connection therewith. The provisions of this Section 9.1 shall survive Closing.

ARTICLE X
MISCELLANEOUS

10.1 Disclaimers.

PURCHASER AGREES THAT IT WILL INSPECT AND ASSESS THE PROPERTY PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN ELECTING WHETHER OR NOT TO PURCHASE THE PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY “AS IS” AND “WHERE IS,” AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO TITLE TO THE PROPERTY, ANY IMPROVEMENTS

THEREON, OR ANY INTEREST THEREIN. TO THE EXTENT THAT WARRANTIES OF TITLE ARE TO BE MADE, SUCH WARRANTIES SHALL BE SET FORTH SOLELY AND EXPRESSLY IN THE DEED. NOTWITHSTANDING THAT A FORM OF DEED MAY BE ATTACHED TO THIS AGREEMENT AND/OR REFERENCED HEREIN, NO WARRANTY OF TITLE CONTAINED IN SUCH DEED IS INTENDED TO BE INCORPORATED INTO OR MADE A PART OF THIS AGREEMENT.

PURCHASER FURTHER HEREBY IRREVOCABLY WAIVES ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY, DAMAGES, PENALTIES, OR ANY OTHER CLAIM UNDER COMMON LAW OR ENVIRONMENTAL LAW (INCLUDING, WITHOUT LIMITATION, CERCLA, THE TEXAS SOLID WASTE DISPOSAL ACT (TEX. HEALTH AND SAFETY CODE ANN. CH. 361), OR THE TEX. WATER CODE ANN. CH 26), ARISING OUT OF THE HANDLING, STORAGE, DISPOSAL OR RELEASE OF HAZARDOUS SUBSTANCES (AS THAT TERM IS DEFINED HEREIN) ON, AT OR UNDER THE PROPERTY, REGARDLESS WHEN THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM MAY HAVE OCCURRED, EXISTED OR ORIGINATED.

SELLER AND PURCHASER EACH STIPULATE AND AGREE THAT (A) PURCHASER IS A SOPHISTICATED PURCHASER OF REAL PROPERTY, (B) THE TERMS OF THIS SECTION 10.1 ARE A MATERIAL PART OF THIS AGREEMENT AND HAVE BEEN SPECIFICALLY READ AND UNDERSTOOD BY PURCHASER, (C) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION 10.1 HAS BEEN FREELY NEGOTIATED, AND (D) PURCHASER HAS BEEN REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 10.1 SHALL NOT AFFECT SELLER'S OBLIGATIONS UNDER THE GROUND LEASE AND SHALL NOT BE A WAIVER OF ANY RIGHTS UNDER THE GROUND LEASE.

THE PROVISIONS OF THIS SECTION 10.1 SHALL SURVIVE CLOSING.

10.2 Assignment.

Purchaser may not assign its rights under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion; provided, however, Purchaser may assign this Agreement to an affiliate or subsidiary of Purchaser. Any assignment or attempted assignment in violation of the provisions of this Section 10.3 shall be null and void and shall constitute a default by Purchaser. No assignment shall relieve the initial Purchaser from any of its obligations under this Agreement.

10.3 Title Policy or Abstract.

The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy. Notice to that effect is hereby given to Purchaser.

10.4 Expiration of Time Periods.

If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in Tarrant County, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

10.5 Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, certified mail, return receipt requested, or (d) email, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of email, as shown as sent in the email box of the sender to the correct email address shown below. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

(i) If to Seller:

Fort Worth Independent School District
100 N University Dr, Ste. SW207
Fort Worth, TX 76107
Attn. CFO
Email: michael.ball@fwisd.org

with a copy thereof to:

Kent Newsome
Greenberg Traurig
1000 Louisiana, Suite 1700
Houston, Texas 77002
Email: newsomek@gtlaw.com

(ii) If to Purchaser:

c/o Keystone Group, L.P.
201 Main St. Suite 3100
Fort Worth, TX 76102
Attention: Jay Hebert
Email: jhebert@keystoneftw.com

with a copy thereof to:

Akin Gump Strauss Hauer & Feld LLP
201 Main Street, Suite 1600
Fort Worth, Texas 76102
Attention: Marc N. Epstein
Email: mepstein@akingump.com

10.6 Modification.

This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

10.7 Confidentiality.

Purchaser recognizes, understands and agrees that pursuant to this Agreement it will become aware of certain information regarding Seller and the ownership and operation of the Property, including, without limitation, the Due Diligence Materials. Purchaser agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose any such information to any third party or parties, except to agents, attorneys, representatives, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential or investors, potential lenders of all or a portion of the Purchase Price and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose to any third party or parties the existence of this Agreement or the identity of Purchaser prior to Closing, except as expressly allowed pursuant to the terms and provisions of this Agreement and as requested or required by regulatory and/or rating agencies. Purchaser acknowledges that Seller is subject to the Texas Public Information Act (the "TPIA"). As such, upon receipt of a request under the TPIA, Seller may be required to release documents to the requestor. Purchaser agrees to fully cooperate with Seller in responding to public information requests involving this Agreement or the transaction contemplated hereby. Purchaser acknowledges that it has the responsibility to brief the Attorney General's Office on why any documents identified as confidential or proprietary fall within an exception to public disclosure. The provisions of this Section 10.7 shall survive Closing for a period of one (1) year.

10.8 Reporting Requirements.

The Title Company hereby agrees to serve as the "real estate reporting person" as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated hereby appear in Section 10.6 hereof and Seller, Purchaser and the Title Company agree to retain a copy of this Agreement for a period of 4 years following the end of the calendar year in which Closing occurs. The provisions of this Section 10.09 shall survive Closing.

10.9 Municipal Utility or Other District Notices.

Purchaser agrees that if the Property or any portion thereof is located in a municipal utility or other similar district, Purchaser will, within 5 days after request by Seller, execute any and all reasonable and proper notices which, in the opinion of counsel for Seller and for Purchaser, are required by law to be given to Purchaser with respect to the Property.

10.10 Time is of the Essence.

Seller and Purchaser agree that time is of the essence with regard to this Agreement and the performance of the terms and provisions hereof.

10.11 Successors and Assigns.

The terms and provisions hereof are to apply to and bind the permitted successors and assigns of the parties hereto.

10.12 Exhibits and Schedules.

The following schedules or exhibits are attached hereto (the "Exhibits") and shall be deemed to be an integral part hereof:

- (a) Exhibit A-legal description of the Property;
- (b) Exhibit B-form of Deed;
- (c) Exhibit C-form of FIRPTA Affidavit; and
- (d) Exhibit D-form of Assignment.

10.13 Entire Agreement.

This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

10.14 Further Assurances.

Seller and Purchaser agree that they will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section 10.15 shall survive Closing.

10.15 Alternative Dispute Resolution.

Claims and disputes associated with this Agreement will not be resolved by arbitration or any other alternative dispute resolution process unless ordered by a court with jurisdiction over the claim or dispute, or otherwise agreed to in writing by both parties.

10.16 Counterparts.

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Agreement. Signatures delivered in pdf format via email shall be considered original signatures for all purposes.

10.17 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.18 Section Headings.

Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

10.19 Binding Effect.

This Agreement shall not be binding upon either Seller or Purchaser unless and until both Seller and Purchaser have executed this Agreement.

10.20 Choice of Law and Venue.

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Tarrant County, Texas.

10.21 Joint Drafting.

Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

10.22 Board Approval.

This Agreement is expressly subject to the approval of the Board of Trustees of Seller (the “Board”). Purchaser recognizes, stipulates and agrees that Seller will not execute this Agreement prior to Board approval, as set forth in Section 10.27 hereof.

10.23 No Third-Party Beneficiary.

The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.24 No Waiver.

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by Seller of any immunities from suit or from liability Seller may have by operation of local, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

10.25 Non-Discrimination.

Purchaser certifies that it is an equal opportunity employer, and that it conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

10.26 Approval by Seller.

Purchaser recognizes, understands and agrees that this Agreement shall not be binding upon Seller unless and until the same has been approved by the Board and executed by an authorized officer of Seller. Purchaser recognizes, understands and agrees that the Board may, for whatever reason and in its sole and absolute discretion, not approve this Agreement, in which case this Agreement shall not be binding on either party. Purchaser further recognizes, understands and agrees that it cannot and will not rely on any representation, assertion or action other than the execution of this Agreement by an authorized officer of Seller as indicating or evidencing the Board’s approval of or Seller’s intent or desire to be bound by the terms and provisions of this Agreement.

10.27 Effective Date of Agreement.

Purchaser’s offer to purchase the Property as evidenced by Purchaser’s execution of this Agreement and delivery thereof to Seller shall be automatically deemed withdrawn and of no further force or effect unless accepted by Seller, which acceptance may be effectuated solely by Seller’s execution of this Agreement and delivery thereof to the Title Company, on or before 5:00 p.m., Fort Worth, Texas time, on the 7th day after the submission by Purchaser to Seller of a complete copy of this Agreement duly executed by Purchaser. The date of the Title Company’s

receipt, as evidenced by the Title Company's confirmation in the indicated place below, of a fully executed copy of this Agreement, executed by both Seller and Purchaser, shall be deemed the effective date of this Agreement (the "Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

SELLER:

Executed by Seller this
___ day of _____, 2020.

Fort Worth Independent School District,
a political subdivision of the State of Texas

By _____
Name: _____
Title: _____

PURCHASER:

Executed by Purchaser this
21st day of May, 2020.

Keystone Investment Opportunities, LLC,
a Delaware limited liability
company

By J H Hebert
Name: Jay H Hebert
Title: Vice President

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed copy of this Agreement, executed by both Seller and Purchaser, on _____, 2020, which date shall be deemed the "Effective Date" of this Agreement..

TITLE COMPANY:

RATTIKIN TITLE COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

**BAILEYS INDUSTRIAL ADDITION BLOCK B LOT 1D 1D-E1/2 1E BLK B OF THE
CITY OF FORT WORTH, TARRANT COUNTY, TX**

**BAILEYS INDUSTRIAL ADDITION BLOCK B LOT 1FR E50'X 125'1FR BLK B OF
THE CITY OF FORT WORTH, TARRANT COUNTY, TX**

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

THAT Fort Worth Independent School District, a political subdivision of the State of Texas (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by _____, a (“Grantee”), whose mailing address is _____, the receipt and sufficiency of which consideration are hereby acknowledged, and on and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee (i) that certain tract or parcel of real property situated in Tarrant County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto, but excluding any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under such tract or parcel of real property (the “Property”).

Grantor excepts herefrom and reserves unto itself, its successors, and assigns all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property. Grantor waives and releases, on behalf of Grantor and Grantor’s successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Grantor as of May _____, 2020, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

This conveyance is made subject and subordinate to those encumbrances and exceptions (collectively the “Permitted Exceptions”) set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property are excluded from the conveyance effectuated hereby, and are hereby reserved by Grantor on behalf of Grantor and its successors and assigns.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED (THIS “DEED”), ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE PROPERTY “AS IS” AND “WHERE IS” AND, EXCEPT AS SET FORTH IN THAT CERTAIN AGREEMENT OF PURCHASE AND SALE BETWEEN GRANTEE AND GRANTOR DATED _____, 2020, WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

Real property taxes and assessments for the remainder of the year after the date hereof and subsequent years shall be assumed by Grantee. Grantor and Grantee acknowledge that Grantor is an entity exempt from real property taxes and assessments and during Grantor’s ownership of the Property, no real property taxes or assessments have been due and payable.

IN WITNESS WHEREOF, this Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of _____, 2020.

_____,
a _____

By _____
Name: _____
Title: _____

THE STATE OF _____ §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2020,
by _____, of _____, a _____, on behalf of
said _____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT C

FIRPTA AFFIDAVIT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), whose mailing address is _____, that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ ("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is _____;
3. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); and
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document.

EXECUTED effective as of the ___ day of ____, 20__.

_____,
a _____

By _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____,
20____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND PERMITS

Concurrently with the execution and delivery of this Assignment and Assumption of Contracts (this "Assignment"), _____, a _____ ("Assignor"), is conveying to _____, a _____ ("Assignee"), whose mailing address is _____, by Special Warranty Deed (the "Deed"), that certain tract or parcel of real property situated in Tarrant County, Texas, being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon (the "Real Property").

It is the desire of Assignor to assign, transfer, and convey to Assignee any and all right, title and interest of Assignor in and to the contracts and permits described on Exhibit B attached hereto and made a part hereof for all purposes (collectively as the "Assumed Contracts and Permits"). It is the desire of Assignee to assume all of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN to Assignee the Assumed Contracts and Permits.

Assignee accepts, assumes and agrees to perform of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

EXECUTED on the dates set forth below, to be effective for all purposes as of _____, 20____.

ASSIGNOR:

_____,
a _____

By: _____

Name: _____

Title: _____

ASSIGNEE:

_____,
a _____

By: _____

Name: _____

Title: _____

**ACTION AGENDA ITEM
BOARD MEETING
MAY 26, 2020**

**TOPIC: APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF
100 N. UNIVERSITY DRIVE, FORT WORTH, TEXAS 76107,
EXCLUDING MINERAL INTERESTS**

BACKGROUND:

On May 12, 2020, the Board of Education (BOE), by Resolution, declared certain District-owned real property as surplus and no longer necessary for the operation of the school district. Pursuant to Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District, the District, in conjunction with the engagement of a real estate brokerage firm, sought bids on this surplus property, evaluated all bids for best value to the District and, as a result of those efforts, is now seeking the BOE to approve the attached Purchase and Sale Agreement pertaining to:

100 N. University Drive, Fort Worth, TX – Central Administration Building

Legal Description: Baileys Industrial Addition Block 1R Lot 6 & PT Closed Street of the City of Fort Worth, Tarrant County, Texas.

The above property, when sold, would exclude the conveyance of any mineral interests owned by the District. The sale is at, or above, the current appraised value of the property.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase and Sale Agreement for the Sale of 100 N. University Drive, Fort Worth, Texas 76107, Excluding Mineral Interests
2. Decline to Approve Purchase and Sale Agreement for the Sale of 100 N. University Drive, Fort Worth, Texas 76107, Excluding Mineral Interests
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase and Sale Agreement for the Sale of 100 N. University Drive, Fort Worth, Texas 76107, Excluding Mineral Interests.

FUNDING SOURCE *Additional Details*

Not Applicable

COST:

All costs associated with the sale of 100 N. University Drive, Fort Worth, Texas 76107 will be paid out of the closing of said property.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Superintendent of Schools
Multiple Departments within FWISD

RATIONALE:

Extensive work has been performed by Administration to determine real estate holdings no longer necessary for the operation of Fort Worth Independent School District. The property located at 100 N. University Drive, Fort Worth, Texas 76107 has, by Resolution dated May 12, 2020, been declared surplus by the BOE. As a result, Administration is seeking the BOE to approve the attached Purchase and Sale Agreement in order to sell the property at 100 N. University, Fort Worth, Texas 76107. The sale of this property will be in compliance with Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District.

INFORMATION SOURCE:

Kent P. Scribner, Ph.D.

AGREEMENT OF PURCHASE AND SALE

BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

AS SELLER

AND

KEYSTONE INVESTMENT OPPORTUNITIES, LLC,
a Delaware limited liability company

AS PURCHASER

covering and describing

100 N University Drive, Fort Worth, TX 76107

situated
in
Tarrant County, Texas

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this “Agreement”) is made to be effective as of the date described in Section 10.27 hereof, by and between Fort Worth Independent School District, a political subdivision of the State of Texas (“Seller”), and Keystone Investment Opportunities, LLC, a Delaware limited liability company (“Purchaser”).

W I T N E S S E T H:

ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at Closing (as such term is defined in Section 5.1 hereof) (collectively, the “Property”):

(a) the land situated in Tarrant County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the “Land”), together with all appurtenant easements and any other rights and interests appurtenant to and benefiting the Land, including, without limitation, all of Seller’s right, title and interest, if any, in and to (i) all development rights, air rights and water rights with respect to the Land, and (ii) all easements, rights of way or other real property interests appurtenant to the Land, and in, to or under any land, highway, alley, street or right of way abutting or adjoining the Land (collectively, the “Appurtenant Rights”);

(b) All buildings, structures, improvements and fixtures located on the Land (collectively, the “Improvements”) (the Land, the Appurtenant Rights and the Improvements are collectively referred to herein as the “Real Property”);

(c) All of Seller’s right, title and interest in and to any assignable third-party contracts and agreements relating to the upkeep, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume, to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the “Operating Agreements”), and with the Operating Agreements Purchaser assumes as set forth above being referred to herein as the “Assumed Operating Agreements”;

(d) All of Seller’s right, title and interest in and to any assignable permits, licenses, registrations and certificates of any federal, state or local government or other political subdivision thereof, including, without limitation, any agency or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the person or property in question (each a “Governmental Authority”) relating to the upkeep, ownership, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume,

to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the "Permits"), and with the Permits Purchaser assumes as set forth above being referred to herein as the "Assumed Permits"; and

(e) All of Seller's keys, key cards, security codes, passwords, and combinations to the Property.

The Property does not include any oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property, all of which are excluded from the transaction contemplated hereby and all of which will be reserved by Seller. Seller waives and releases, on behalf of Seller and Seller's successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Seller as of the Effective Date, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

1.2 Permitted Exceptions.

The Property shall be conveyed subject to the following matters (collectively the "Permitted Exceptions"):

- (a) the matters deemed to be Permitted Exceptions pursuant to Section 2.3 hereof;
- (b) building restrictions and zoning regulations heretofore or hereafter adopted by any Governmental Authority relating to or encumbering the Property;
- (c) real property taxes for the year of Closing and subsequent years; and
- (d) the Ground Lease (as defined below).

1.3 Purchase Price.

Seller shall sell and Purchaser shall purchase the Property for a purchase price of \$5,212,854.18 (the "Purchase Price").

1.4 Payment of Purchase Price.

The Purchase Price shall be paid by Purchaser to Seller in cash or immediately available funds at Closing.

1.5 Earnest Money.

Within three (3) business days of the Effective Date, Purchaser shall deposit with Rattikin Title Company (the "Title Company"), having its office at 201 Main Street, Suite 800, Fort Worth, Texas 76102, Attention: Megan Newburn, the sum of \$54,872.15 in cash (the "Earnest Money") to be held by the Title Company as earnest money in accordance with the terms of this

Agreement. The Title Company is hereby instructed to hold the Earnest Money in an interest-bearing account. All interest accruing on the Earnest Money shall become a part thereof and shall be delivered to the party entitled to receive the Earnest Money. If Purchaser fails to deposit the Earnest Money with the Title Company as provided for herein, this Agreement shall automatically terminate and neither party shall have any further rights, duties or obligations hereunder, other than Purchaser's Repair and Indemnification Obligations (as such term is defined in Section 3.2 hereof), which shall survive the termination of this Agreement.

1.6 Ground Lease.

At Closing, Purchaser shall lease the Property back to Seller for a term commencing on the date of Closing and ending, subject to the terms of the executed lease, on a date that is one (1) year after the Closing Date (the "Ground Lease"). During the Inspection Period, Purchaser and Seller shall negotiate and agree on a form of the Ground Lease, which will include that (i) the rental payment due for the initial six (6) months of the Ground Lease is \$1.00; (ii) for the final six (6) months of the initial term of the Ground Lease, the rental amount shall be sufficient for Purchaser to yield a 7.0% rate return on the Purchase Price; (iii) Seller may extend the term of the Ground Lease two (2) times for an additional one (1) year term each by delivering notice of Seller's election to extend the term at least 120 days prior to the expiration of the then current term; (iv) the rental amount that would be payable during the first extended term of the Ground Leases would be an amount sufficient for Purchaser to yield an 11.0% return on its investment in the Property and rent for the third year of the Ground Lease and all subsequent years shall increase based on increases in the consumer price index; (v) effective on or after the initial term of the Ground Lease, Seller shall have the option to terminate the Ground Lease, without penalty, at any time on at least 180 days' notice to Purchaser; and (vi) such lease is on an "AS IS" AND "WHERE IS" basis. For clarification, Seller may terminate the Ground Lease effective at the end of the initial term by providing such notice at least 180 days prior to the expiration of the initial term. The Ground Lease shall permit Seller to use the Property for any lawful purpose, and shall be a "triple net" lease, with Seller responsible for all operating expenses, taxes, maintenance, repairs, insurance (in such amounts as Seller may elect to carry, consistent with Seller's insurance program for Seller's owned properties, as the same may exist from time to time) and other costs associated with the operation of the Property. The Ground Lease is a material portion of the consideration to Seller for the sale of the Property, and the form of Ground Lease shall be reasonably acceptable to Seller and Purchaser. A proposed form of the Ground Lease shall be delivered by Purchaser to Seller within 10 business days after the Effective Date.

1.7 Independent Contract Consideration.

Notwithstanding anything to the contrary contained in this Agreement, \$50.00 of the Earnest Money (the "Independent Contract Consideration"), which amount Seller and Purchaser hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement, shall be non-refundable, and shall be promptly delivered by the Title Company to Seller, immediately upon receipt. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, and is nonrefundable in all events. If Closing occurs, the Independent

Contract Consideration shall be credited against the Purchase Price, along with the remainder of the Earnest Money.

ARTICLE II TITLE AND SURVEY

2.1 Commitment for Title Insurance.

Seller and Purchaser hereby instruct the Title Company to deliver to Purchaser, Seller and the Surveyor (as such term is defined in Section 2.2 hereof), within 20 days after the Effective Date, a Commitment for Title Insurance (the "Title Commitment") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue to Purchaser at Closing an Owner Policy of Title Insurance, the Owner's Policy to be issued by an underwriter reasonably acceptable to Purchaser, on the standard form of policy prescribed by the Texas State Board of Insurance and in the amount of the Purchase Price with endorsements, including T-19.1 and T-19.2 endorsements, and other modifications agreed to by Purchaser and the Title Company (the "Owner's Policy"). Seller and Purchaser further instruct the Title Company to deliver to Seller, Purchaser and the Surveyor legible copies of all instruments referred to on Schedules B or C of the Title Commitment.

2.2 Survey.

Purchaser may, within 30 days after the Effective Date and, at Purchaser's expense, cause a current Texas Society of Professional Surveyors Category 1A, Condition II survey or an ALTA survey (the "Survey"), to be performed and completed on the Property by a Registered Professional Land Surveyor licensed by the State of Texas and reasonably acceptable to Seller, Purchaser and the Title Company (the "Surveyor"). The Survey shall be in a form reasonably acceptable to Seller, Purchaser and the Title Company and a copy thereof shall be delivered to Seller, Purchaser and the Title Company. Upon Seller's and Purchaser's approval of the Survey and unless otherwise agreed by Seller and Purchaser in writing, the legal description contained in the Survey shall be the legal description contained in the documents used to convey the Property from Seller to Purchaser.

2.3 Title Review Period.

Purchaser shall have 10 business days (the "Title Review Period") after the receipt of the Title Commitment and the Survey (if obtained within the time period set forth in Section 2.2 hereof) to provide Seller with written notice (the "Title Objection Letter") of Purchaser's objections to anything contained in the Title Commitment or the Survey (collectively "Title Objections"); provided, however, that none of the items described in Section 1.2 (b) or (c) hereof may be the basis for a Title Objection. Any item contained in the Title Commitment or the Survey to which Purchaser does not object pursuant to the Title Objection Letter shall be deemed a Permitted Exception. If Purchaser delivers to Seller a Title Objection Letter, Seller shall have 10 days, or such greater period of time as may be agreed upon in writing by Seller and Purchaser (the "Cure Period"), during which Seller shall have the right, but not the obligation, to cure or remove the Title Objections and deliver to Purchaser a revised Title Commitment evidencing such cure or removal. Prior to the expiration of the Cure Period, Seller shall provide Purchaser

with written notice (the "Title Response Letter") setting forth those Title Objections which Seller has cured or removed and those Title Objections which Seller is unable or unwilling to cure or remove; provided, however, that if Seller does not deliver to Purchaser a Title Response Letter prior to the expiration of the Cure Period, Seller shall be deemed to have elected not to cure or remove any uncured Title Objections. If Seller fails to cure or remove all Title Objections to the reasonable satisfaction of Purchaser and the Title Company, Purchaser may, as its sole and exclusive remedy which may be exercised at any time within 5 business days after the expiration of the Cure Period, either terminate this Agreement by written notice to Seller, in which event the Title Company shall return the Earnest Money (less the Independent Contract Consideration) to Purchaser, or waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price. Purchaser's failure to send written notice of the election available to it pursuant to the preceding sentence within 5 business days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price, in which case all uncured Title Objections shall automatically be deemed Permitted Exceptions.

2.4 Owner's Policy.

At Closing, the Title Company shall furnish to Purchaser, at Seller's expense except as set forth below, the Owner's Policy. The Owner's Policy may contain as exceptions the standard printed exceptions, subject to any endorsements and other modifications agreed to by Purchaser and the Title Company, and the Permitted Exceptions. Notwithstanding anything contained herein to the contrary, if Purchaser requests any endorsements (including the T-19.1 and T-19.2), modifications or additional title insurance coverage, including, without limitation, that the "survey exception" in the Owner's Policy be modified to read "shortages in area" (collectively, the "Additional Coverage"), Purchaser shall pay all fees and additional premiums charged by the Title Company in connection therewith.

ARTICLE III INSPECTION PERIOD

3.1 Delivery of Materials.

Within 5 days after the Effective Date, Seller shall, at Seller's election, either deliver to Purchaser or make available to Purchaser via an online document repository the following (the "Due Diligence Materials"):

- (a) copies of any as-built plans and specifications for the Property, if in Seller's possession;
- (b) copies of any existing surveys of the Property, if in Seller's possession;
- (c) copies of any inspection reports or other third-party reports relating to the physical condition of the Property in Seller's possession, including, without limitation, any environmental inspection reports;

(d) copies of any inspection reports, correspondence or other documentation concerning the compliance of the Property with applicable rules, regulations, ordinances and laws of all Governmental Authorities having jurisdiction, if in Seller's possession;

(e) copies of the Operating Agreements;

(f) copies of all oil and gas or other mineral leases or conveyances encumbering or affecting the Property, if in Seller's possession; and

(g) copies of the Permits, if in Seller's possession.

SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER.

3.2 Right of Inspection.

Purchaser, and Purchaser's representatives, employees, agents and independent contractors and consultants, shall have the right, beginning on the Effective Date and ending on the day of Closing or earlier termination of this Agreement, to enter the Property to make a physical inspection and assessment of the Property; provided, however, that (a) Purchaser shall give Seller at least 1 business days prior notice before entering into the Property (which may be written or oral), (b) no intrusive testing, including, without limitation, the taking of any soil samples or the equivalent, shall occur without Seller's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), as to the nature and scope of the same and the identity of the consultant or contractors performing the same, and (c) if requested by Seller, any such inspections and assessments shall be conducted in the presence of Seller or its designated representative. Purchaser agrees to (i) promptly repair any damage done to the Property in connection with Purchaser's inspection and assessment, and (b) indemnify, defend and hold Seller harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest) resulting from Purchaser's inspection and assessment (collectively "Purchaser's Repair and Indemnification Obligations"), EXCEPT TO THE EXTENT THE SAME ARE (I) CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR AN AFFILIATE, AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER; OR (II) DUE SOLELY TO THE MERE DISCOVERY OF ANY PRE-EXISTING CONDITIONS (EXCEPT TO THE EXTENT PURCHASER'S INSPECTIONS EXACERBATE SUCH CONDITION). All inspections and assessments shall be conducted at times and in a manner that will not unreasonably interfere with use of the Property by Seller or its tenants, if any. Purchaser shall promptly provide Seller with a true, correct and complete copy of all written inspection reports, assessments or similar documentation prepared by or on behalf of Purchaser with respect to the

Property; provided, however, the same will be provided to Seller without any representation or warranty from Purchaser.

3.3 Right of Termination.

If Purchaser determines that the Property is not suitable for its purposes or for any other reason, or no reason at all, Purchaser shall have the right to terminate this Agreement by sending written notice thereof (a "Notice of Termination") to Seller prior to 11:59 p.m., Fort Worth, Texas time, on the date that is 60 days after the Effective Date (the "Inspection Period"); provided, however, in the event that the Effective Date is prior to June 1, 2020, the Inspection Period shall expire on July 31, 2020 (as may be extended pursuant to the terms of this Agreement). For the avoidance of doubt, Purchaser and Seller agree that delivery of the Notice of Termination via email to the email addresses shown in Section 10.6 hereof shall constitute notice for this section. Upon delivery by Purchaser to Seller of a Notice of Termination, this Agreement shall terminate (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser. Purchaser shall have the right to extend the Inspection Period for one additional period of 30 days by providing Seller with written notice of such extension prior to the expiration of the initial Inspection Period and simultaneously depositing with the Title Company \$13,718.04 in additional Earnest Money. If Purchaser fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, as it may be extended as provided above, Purchaser's right to terminate this Agreement pursuant to this Section 3.3 shall automatically expire and be rendered null and void.

ARTICLE IV CONDITIONS PRECEDENT

4.1 Conditions Precedent to Seller's Obligations.

It shall be an express condition precedent to Seller's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Seller, with any waiver to be effective only if the same is executed by an authorized officer of Seller, expressly waives a particular condition and expressly refers to this Section 4.1:

(a) All representations and warranties made by Purchaser pursuant to this Agreement shall be true and correct in all material respects;

(b) Purchaser shall have delivered to Seller or deposited with Title Company for the benefit of Seller, all of the documents and other items set forth in Section 5.3 hereof;

(c) Seller and Purchaser have entered into the Ground Lease; and

(d) All covenants and other obligations of Purchaser set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Seller in the manner specified above as of the date of Closing, Seller shall have the right, but not the

obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.1 is intended to be or shall be construed as a limitation of any remedies available to Seller pursuant to Section 7.1 hereof if Purchaser defaults under this Agreement.

4.2 Conditions Precedent to Purchaser's Obligations.

It shall be an express condition precedent to Purchaser's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Purchaser, with any waiver to be effective only if the same is executed by an authorized officer of Purchaser, expressly waives a particular condition and expressly refers to this Section 4.2:

(a) All representations and warranties made by Seller pursuant to this Agreement shall be true and correct in all material respects;

(b) Seller shall have delivered to Purchaser or deposited with Title Company for the benefit of Purchaser, all of the documents and other items set forth in Section 5.2 hereof;

(c) Seller and Purchaser have entered into the Ground Lease;

(d) The Title Company shall have issued to Purchaser (or the respective grantee under the Deed) the Owner's Policy, including T-19.1 and T-19.2 endorsements (or a marked-up and signed commitment to issue the Owner's Policy or a signed pro forma Owner's Policy, and in either such instance with the Title Company irrevocably committed to issuing the Owner's Policy upon effectuation of Closing);

(e) Seller shall have cured all title and survey matters it agreed to cure in Seller's Title Response Letter; and

(f) All covenants and other obligations of Seller set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Purchaser in the manner specified above as of the date of Closing, Purchaser shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.2 is intended to be or shall be construed as a limitation of any remedies available to Purchaser pursuant to Section 7.2 hereof if Seller defaults under this Agreement.

ARTICLE V
CLOSING

5.1 Time and Place.

The closing of the transaction contemplated hereby ("Closing") shall take place by escrow of documents and funds with the Title Company at 2:00 p.m., Fort Worth, Texas time, on the 30th day after the expiration of the Inspection Period (or the nearest business day thereafter if such day is a Saturday, Sunday or legal holiday in Tarrant County, Texas) or on such other date and at such time as may be agreed upon in writing by Seller and Purchaser.

5.2 Seller's Obligations at Closing.

At Closing, Seller shall:

- (a) deliver to Purchaser a duly executed Special Warranty Deed (the "Deed") in the form of Exhibit B attached hereto and made a part hereof for all purposes executed and acknowledged by Seller and in recordable form, conveying the Property to Purchaser free and clear of all encumbrances except the Permitted Exceptions;
- (b) join with Purchaser in the execution of the Ground Lease and any memorandum of the same contemplated thereby;
- (c) join with Purchaser in the execution and acknowledgement of any disclosure notices and reports required by applicable state and local law in connection with the conveyance of real property;
- (d) if required by applicable law, deliver to Purchaser a FIRPTA Affidavit (the "FIRPTA Affidavit") in the form of Exhibit C attached hereto and made a part hereof for all purposes, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;
- (e) join with Purchaser in the execution of an Assignment and Assumption of Contracts and Permits (the "Assignment") substantially in the form of Exhibit D assigning the Assumed Operating Agreements and the Assumed Permits to Purchaser, with the assumption by Purchaser of the liabilities and obligations thereunder accruing from and after the date of Closing;
- (f) deliver to Purchaser Seller's signature page to the Settlement Statement prepared by the Title Company;
- (g) subject to the Ground Lease, deliver to Purchaser possession to the Property and all keys and key codes, as applicable, for all security systems, rooms, offices, safes, deposit boxes, or other locked or lockable areas, facilities or items;
- (h) deliver to the Title Company an "Owner's Affidavit" in a form reasonably acceptable to the Title Company and Seller; and

(i) deliver to the Title Company evidence, as the Title Company may reasonably require, as to the authority of the person or persons executing documents on behalf of Seller.

5.3 Purchaser's Obligations at Closing.

At Closing, Purchaser shall:

(a) Pay to the Title Company for distribution to the Seller upon Closing the Purchase Price, subject to prorations and adjustments set forth herein, in cash or readily available funds, it being agreed that the Earnest Money shall be delivered to Seller at Closing and applied towards payment of the Purchase Price;

(b) join with Seller in the execution of the Ground Lease and any memorandum of the same contemplated thereby;

(c) join with Seller in execution of the instruments described in Section 5.2(c) hereof, to the extent Purchaser is required to be a party thereto;

(d) join with Seller in the execution of the Assignment;

(e) deliver to Seller Purchaser's signature page to the Settlement Statement prepared by the Title Company; and

(f) deliver to the Title Company evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

5.4 Prorations.

Subject to the terms of the Ground Lease, real property taxes and assessments for the remainder of the year after Closing and subsequent years shall be assumed by Purchaser. Seller and Purchaser acknowledge that Seller is an entity exempt from real property taxes and assessments and during Seller's ownership of the Property, no real property taxes or assessments have been due and payable. Gas, electricity and other utility charges for accounts that will remain in effect after Closing shall be apportioned with respect to the Property as of the date of Closing. The prorations provisions in this Agreement shall not affect Seller's obligations under the Ground Lease. Seller shall receive the income from and, except as set forth above, shall be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within 30 days after receiving written demand therefor. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested within 120 days

after the date all necessary information is available to make a complete and accurate determination of such apportionments. The provisions of this Section 5.4 shall survive Closing.

5.5 Closing Costs.

Seller shall pay (a) the fees of any counsel representing it in connection with the transaction contemplated hereby, (b) the basic premium for the Owner's Policy (excluding the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, which fees and additional premiums shall be paid by Purchaser), (c) the fees for recording the Deed, (d) Seller's Broker's Commission (as such term is defined in Section 9.1 hereof), (e) 1/2 of any escrow fee which may be charged by the Title Company in connection with the transaction contemplated hereby; and (f) any other closing costs customarily paid for by the seller of real estate in Tarrant County, Texas.

Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, (c) the cost of the Survey, (d) 1/2 of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby; and (e) any other closing costs customarily paid for by the purchaser of real estate in Tarrant County, Texas.

All other items of income and expense as are customarily adjusted or prorated upon the sale and purchase of real property shall be made on an accrual basis in accordance with generally accepted accounting principles, and based on the actual number of days in the period.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of Seller.

Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Seller has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity (other than any liens or other encumbrances that will be released at or prior to Closing), (iii) conflict with or violate the organizational documents of Seller, or (iv) result in the creation or imposition of any lien on the Property;

(d) To Seller's Knowledge (as defined below), there is no pending condemnation of the Property as of the Effective Date;

(e) To Seller's Knowledge, there is no pending litigation affecting the Property as of the Effective Date which will bind the Property or Purchaser after Closing; and

(f) There are no leases or other occupancy agreements encumbering the Property which will bind the Property or Purchaser after Closing.

As used in this Agreement, "Seller's Knowledge" means the current, actual knowledge of those employees of Seller whose job descriptions include the management and operation of the Property.

6.2 Representations and Warranties of Purchaser.

Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Purchaser is a limited liability company, duly organized and in good standing under the laws of the State of Delaware. Purchaser is, or will be before Closing, in good standing and authorized to do business in the State of Texas. Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated

hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser;

(d) Purchaser is not a consumer as defined by the Texas Deceptive Trade Practices - Consumer Protection Act and has experience in financial and business matters that enable it to evaluate the risks and merits of the transaction contemplated hereby;

(e) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(f) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller; and

(g) Purchaser is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Executive Order") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (the "OFAC") and in any enabling legislation or other executive orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the "Executive Orders"). Neither Purchaser nor any beneficial owner of Purchaser is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "Lists"), (ii) person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.

6.3 Covenants of Seller.

Seller hereby covenants to Purchaser, which covenants shall survive Closing, as follows:

(a) From the Effective Date through the Closing or earlier termination of this Agreement, Seller shall operate the Property in manner consistent with recent past custom and practices for the operation, maintenance and repair of the Property (the "Ordinary Course of Business"), including, without limitation, (i) maintaining all existing insurance coverages for the Property, (ii) performing maintenance and repairs in the Ordinary Course of Business, (iii) maintaining all licenses and permits required for the

Seller's continued ownership, use and operation of the Property; and (iv) not removing or permitting to be removed any fixtures on the Land which constitute real property except as necessary for repairs or replacements of worn out or obsolete items in the Ordinary Course of Business with items of similar quality and utility. Seller shall promptly advise Purchaser of any litigation, arbitration or administrative hearing or similar matter concerning or affecting the Property of which Seller obtains actual knowledge.

(b) Until the Closing or earlier termination of this Agreement, Seller shall not, without the prior written consent of Purchaser (such consent to be in Purchaser's sole discretion) (i) amend, modify, extend, renew or terminate any of the Assumed Operating Agreements, or (ii) enter into any new equipment lease, service contract, lease, franchise agreement, trademark agreement, license agreement, management agreement or other contract or agreement in respect of the Property, except for new equipment leases, repair, maintenance or service contracts entered into in the Ordinary Course of Business and that are terminated by Seller prior to Closing. Further, Seller shall use commercially reasonable efforts, at no cost to Seller, to obtain all necessary consents, approvals, and authorizations required for the assignment of the Assumed Operating Agreements by Seller to Purchaser. Before Closing, but subject to the terms of the Ground Lease, Seller shall cancel or terminate all Operating Agreements other than the Assumed Operating Agreements.

(c) Seller shall not take any of the following actions without the prior written consent of Purchaser, which consent shall be in Purchaser's sole discretion: (i) make or permit to be made any material alterations to any part of the Property, except as required due to an emergency relating to the health or safety or by applicable law; or (ii) grant any new liens or encumbrances upon the Property that will not be discharged upon the Closing;

(d) To the extent received by Seller during the pendency of this Agreement, Seller will promptly deliver to Purchaser copies of written default notices, notices of lawsuits and notices of violations affecting the Property.

(e) During the pendency of this Agreement, Seller (i) will not directly or indirectly (through a broker or otherwise), further market, negotiate or otherwise attempt to sell or transfer the Property, or any portion thereof, to any other party other than Purchaser and (ii) will not accept nor agree to any letter of intent, purchase agreement or other back-up or contingent contracts relating to the sale of all or any portion of the Property other than with Purchaser.

6.4 Covenants of Purchaser.

Purchaser hereby covenants to Seller, which covenants shall survive Closing, as follows:

(a) Purchaser shall, in connection with its inspection and assessment of the Property during the Inspection Period, inspect the Property for the presence of Hazardous Substances (as such term is defined below) and shall, once received, promptly provide Seller with a true, correct, complete and legible copy of all written inspection reports and

other documentation prepared by or on behalf of Purchaser in connection with such inspection. PURCHASER HEREBY ASSUMES FULL RESPONSIBILITY FOR SUCH INSPECTIONS AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST SELLER ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY. As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "pollutant" "contaminant" or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) ("EPCRA"), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials, and (iv) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," "industrial solid waste," "solid waste," "radioactive waste" or "special waste from health care facility" in the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann ch. 361), the Texas Clean Air Act (Tex. Health & Safety Code ch 282), the Texas Pesticide Control Act (Tex. Agric. Code Ann. § 76.001 et seq.) and those substances included within the definitions of "hazardous substances," "regulated substances" or "petroleum products" in Subchapter I of the Texas Water Code (Tex. Water Code Ann ch 26, subch. I) and in the regulations promulgated pursuant to any of such laws, all as the same may be amended from time to time (collectively "Environmental Laws"). IT IS THE INTENTION OF SELLER AND PURCHASER THAT THE WAIVER CONTAINED IN THIS SECTION 6.4(A) APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF SELLER'S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER'S AGENTS, EMPLOYEES AND CONTRACTORS; anything in this Agreement notwithstanding, no provision in this Agreement shall limit Seller's obligations to Purchaser or an affiliate of Purchaser

contained in the Ground Lease. The provisions of this Section 7.1(a) shall survive Closing.

(b) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA;

(c) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller;

(d) Purchaser shall make its policies, procedures and practices regarding compliance with the Executive Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice; and

(e) If Purchaser or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty or liability to Purchaser upon written notice to Purchaser, in which event, the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

ARTICLE VII DEFAULT

7.1 Default by Purchaser.

If Purchaser fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Seller's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Seller shall be entitled, AS ITS SOLE AND EXCLUSIVE REMEDY, to terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive the Earnest Money, as liquidated damages for the breach of this Agreement.

SELLER AND PURCHASER AGREE THAT IF THIS AGREEMENT IS TERMINATED PURSUANT TO THIS SECTION 7.1, THE DAMAGES THAT SELLER WOULD SUSTAIN AS A RESULT OF SUCH TERMINATION WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO ASCERTAIN. SELLER AND PURCHASER FURTHER AGREE THAT THE EARNEST MONEY IS A FAIR AND REASONABLE APPROXIMATION OF WHAT SELLER'S ACTUAL DAMAGES WOULD BE UNDER SUCH CIRCUMSTANCES. ACCORDINGLY, SELLER AND PURCHASER AGREE THAT SELLER SHALL RETAIN THE EARNEST MONEY AS FULL AND COMPLETE LIQUIDATED DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH TERMINATION.

7.2 Default by Seller.

If Seller fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Purchaser's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Purchaser shall be entitled, AS ITS SOLE AND EXCLUSIVE REMEDY, to either (a) enforce specific performance of this Agreement, or (b) terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement), receive a refund of the Earnest Money (less the Independent Contract Consideration) and receive from Seller an amount equal to Purchaser's third party out of pocket due diligence and legal costs actually incurred by Purchaser in connection with the transaction contemplated hereby, such amount not to exceed \$27,436.07 (the "Due Diligence Reimbursement"). If Purchaser terminates this Agreement pursuant to the preceding sentence, Seller shall be released from any and all duties, obligations and liability hereunder, other than the Due Diligence Reimbursement. UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, IT BEING UNDERSTOOD BY PURCHASER THAT THE ABOVE DESCRIBED REMEDY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY. Purchaser shall be deemed to have elected to terminate this Agreement and receive a refund of the Earnest Money (less the Independent Contract Consideration) if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Tarrant County, Texas, on or before 30 days after the date on which Closing was to have occurred.

ARTICLE VIII CASUALTY AND CONDEMNATION

8.1 Casualty.

If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller, is equal to or in excess of 15% of the Purchase Price, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Casualty Termination Notice") within 15 days after the later to occur of (a) the date Purchaser receives notice of the damage or destruction; and (b) Purchaser's receipt from a qualified third-party reasonably acceptable to Purchaser and hired by Seller, at its sole cost and expense, evidencing the estimated cost to repair the damage to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or elect to consummate the transaction contemplated hereby, in which event Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If Purchaser fails to send Seller a Casualty Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.1 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, and (i) Seller's right

to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller is less than 15% of the Purchase Price, Purchaser shall have no right to terminate this Agreement as a result thereof, and Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing after which the estimated cost to repair any uninsured damage or destruction to the Property, as determined by a qualified third-party reasonably acceptable to Purchaser and hired by Seller, is equal to or in excess of \$50,000.00 and Seller does not agree in writing to give Purchaser a credit against the Purchase Price at Closing in the amount of such uninsured damage or destruction, Purchaser shall have the right to terminate this Agreement by providing written notice to Seller within 15 days after the date Purchaser receives written notice from Seller of the amount of uninsured damage or destruction to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

8.2 Condemnation.

If any condemnation or written threat of condemnation of all or any material part of the Property (as reasonably determined by Purchaser) occurs subsequent to the Effective Date and prior to the date of Closing, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Condemnation Termination Notice") within 15 days after the date Purchaser receives notice of the condemnation or written threat of condemnation in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation. If Purchaser fails to send Seller a Condemnation Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.2 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE IX
COMMISSIONS

9.1 Commissions.

Seller agrees to pay to Jones Lange LaSalle Brokerage Inc., a Texas corporation (“Seller’s Broker”), a commission if the transaction contemplated hereby is consummated and funded, but not otherwise. Such commission shall be in the amount set forth in a separate written agreement between Seller and Seller’s Broker. Purchaser agrees that if any claim is made for brokerage commissions or finder’s fees by any broker, finder or agent (other than Seller’s Broker) by, through or on account of any acts of Purchaser or its agents, employees or representatives, Purchaser will hold Seller free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys’ fees, accountants’ fees, court costs and interest) in connection therewith. Seller agrees that if any claim is made for brokerage commissions or finder’s fees by any broker, finder or agent by, through or on account of any acts of Seller or its agents, employees or representatives, Seller will hold Purchaser free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys’ fees, accountants’ fees, court costs and interest) in connection therewith. The provisions of this Section 9.1 shall survive Closing.

ARTICLE X
MISCELLANEOUS

10.1 Disclaimers.

PURCHASER AGREES THAT IT WILL INSPECT AND ASSESS THE PROPERTY PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN ELECTING WHETHER OR NOT TO PURCHASE THE PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY “AS IS” AND “WHERE IS,” AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO TITLE TO THE PROPERTY, ANY IMPROVEMENTS

THEREON, OR ANY INTEREST THEREIN. TO THE EXTENT THAT WARRANTIES OF TITLE ARE TO BE MADE, SUCH WARRANTIES SHALL BE SET FORTH SOLELY AND EXPRESSLY IN THE DEED. NOTWITHSTANDING THAT A FORM OF DEED MAY BE ATTACHED TO THIS AGREEMENT AND/OR REFERENCED HEREIN, NO WARRANTY OF TITLE CONTAINED IN SUCH DEED IS INTENDED TO BE INCORPORATED INTO OR MADE A PART OF THIS AGREEMENT.

PURCHASER FURTHER HEREBY IRREVOCABLY WAIVES ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY, DAMAGES, PENALTIES, OR ANY OTHER CLAIM UNDER COMMON LAW OR ENVIRONMENTAL LAW (INCLUDING, WITHOUT LIMITATION, CERCLA, THE TEXAS SOLID WASTE DISPOSAL ACT (TEX. HEALTH AND SAFETY CODE ANN. CH. 361), OR THE TEX. WATER CODE ANN. CH 26), ARISING OUT OF THE HANDLING, STORAGE, DISPOSAL OR RELEASE OF HAZARDOUS SUBSTANCES (AS THAT TERM IS DEFINED HEREIN) ON, AT OR UNDER THE PROPERTY, REGARDLESS WHEN THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM MAY HAVE OCCURRED, EXISTED OR ORIGINATED.

SELLER AND PURCHASER EACH STIPULATE AND AGREE THAT (A) PURCHASER IS A SOPHISTICATED PURCHASER OF REAL PROPERTY, (B) THE TERMS OF THIS SECTION 10.1 ARE A MATERIAL PART OF THIS AGREEMENT AND HAVE BEEN SPECIFICALLY READ AND UNDERSTOOD BY PURCHASER, (C) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION 10.1 HAS BEEN FREELY NEGOTIATED, AND (D) PURCHASER HAS BEEN REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 10.1 SHALL NOT AFFECT SELLER'S OBLIGATIONS UNDER THE GROUND LEASE AND SHALL NOT BE A WAIVER OF ANY RIGHTS UNDER THE GROUND LEASE.

THE PROVISIONS OF THIS SECTION 10.1 SHALL SURVIVE CLOSING.

10.2 Assignment.

Purchaser may not assign its rights under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion; provided, however, Purchaser may assign this Agreement to an affiliate or subsidiary of Purchaser. Any assignment or attempted assignment in violation of the provisions of this Section 10.3 shall be null and void and shall constitute a default by Purchaser. No assignment shall relieve the initial Purchaser from any of its obligations under this Agreement.

10.3 Title Policy or Abstract.

The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy. Notice to that effect is hereby given to Purchaser.

10.4 Expiration of Time Periods.

If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in Tarrant County, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

10.5 Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, certified mail, return receipt requested, or (d) email, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of email, as shown as sent in the email box of the sender to the correct email address shown below. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

(i) If to Seller:

Fort Worth Independent School District
100 N University Dr, Ste. SW207
Fort Worth, TX 76107
Attn. CFO
Email: michael.ball@fwisd.org

with a copy thereof to:

Kent Newsome
Greenberg Traurig
1000 Louisiana, Suite 1700
Houston, Texas 77002
Email: newsomek@gtlaw.com

(ii) If to Purchaser:

c/o Keystone Group, L.P.
201 Main St. Suite 3100
Fort Worth, TX 76102
Attention: Jay Hebert
Email: jhebert@keystoneftw.com

with a copy thereof to:

Akin Gump Strauss Hauer & Feld LLP
201 Main Street, Suite 1600
Fort Worth, Texas 76102
Attention: Marc N. Epstein
Email: mepstein@akingump.com

10.6 Modification.

This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

10.7 Confidentiality.

Purchaser recognizes, understands and agrees that pursuant to this Agreement it will become aware of certain information regarding Seller and the ownership and operation of the Property, including, without limitation, the Due Diligence Materials. Purchaser agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose any such information to any third party or parties, except to agents, attorneys, representatives, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential or investors, potential lenders of all or a portion of the Purchase Price and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose to any third party or parties the existence of this Agreement or the identity of Purchaser prior to Closing, except as expressly allowed pursuant to the terms and provisions of this Agreement and as requested or required by regulatory and/or rating agencies. Purchaser acknowledges that Seller is subject to the Texas Public Information Act (the "TPIA"). As such, upon receipt of a request under the TPIA, Seller may be required to release documents to the requestor. Purchaser agrees to fully cooperate with Seller in responding to public information requests involving this Agreement or the transaction contemplated hereby. Purchaser acknowledges that it has the responsibility to brief the Attorney General's Office on why any documents identified as confidential or proprietary fall within an exception to public disclosure. The provisions of this Section 10.7 shall survive Closing for a period of one (1) year.

10.8 Reporting Requirements.

The Title Company hereby agrees to serve as the "real estate reporting person" as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated hereby appear in Section 10.6 hereof and Seller, Purchaser and the Title Company agree to retain a copy of this Agreement for a period of 4 years following the end of the calendar year in which Closing occurs. The provisions of this Section 10.09 shall survive Closing.

10.9 Municipal Utility or Other District Notices.

Purchaser agrees that if the Property or any portion thereof is located in a municipal utility or other similar district, Purchaser will, within 5 days after request by Seller, execute any and all reasonable and proper notices which, in the opinion of counsel for Seller and for Purchaser, are required by law to be given to Purchaser with respect to the Property.

10.10 Time is of the Essence.

Seller and Purchaser agree that time is of the essence with regard to this Agreement and the performance of the terms and provisions hereof.

10.11 Successors and Assigns.

The terms and provisions hereof are to apply to and bind the permitted successors and assigns of the parties hereto.

10.12 Exhibits and Schedules.

The following schedules or exhibits are attached hereto (the "Exhibits") and shall be deemed to be an integral part hereof:

- (a) Exhibit A-legal description of the Property;
- (b) Exhibit B-form of Deed;
- (c) Exhibit C-form of FIRPTA Affidavit; and
- (d) Exhibit D-form of Assignment.

10.13 Entire Agreement.

This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

10.14 Further Assurances.

Seller and Purchaser agree that they will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section 10.15 shall survive Closing.

10.15 Alternative Dispute Resolution.

Claims and disputes associated with this Agreement will not be resolved by arbitration or any other alternative dispute resolution process unless ordered by a court with jurisdiction over the claim or dispute, or otherwise agreed to in writing by both parties.

10.16 Counterparts.

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Agreement. Signatures delivered in pdf format via email shall be considered original signatures for all purposes.

10.17 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.18 Section Headings.

Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

10.19 Binding Effect.

This Agreement shall not be binding upon either Seller or Purchaser unless and until both Seller and Purchaser have executed this Agreement.

10.20 Choice of Law and Venue.

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Tarrant County, Texas.

10.21 Joint Drafting.

Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

10.22 Board Approval.

This Agreement is expressly subject to the approval of the Board of Trustees of Seller (the "Board"). Purchaser recognizes, stipulates and agrees that Seller will not execute this Agreement prior to Board approval, as set forth in Section 10.27 hereof.

10.23 No Third-Party Beneficiary.

The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.24 No Waiver.

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by Seller of any immunities from suit or from liability Seller may have by operation of local, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

10.25 Non-Discrimination.

Purchaser certifies that it is an equal opportunity employer, and that it conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

10.26 Approval by Seller.

Purchaser recognizes, understands and agrees that this Agreement shall not be binding upon Seller unless and until the same has been approved by the Board and executed by an authorized officer of Seller. Purchaser recognizes, understands and agrees that the Board may, for whatever reason and in its sole and absolute discretion, not approve this Agreement, in which case this Agreement shall not be binding on either party. Purchaser further recognizes, understands and agrees that it cannot and will not rely on any representation, assertion or action other than the execution of this Agreement by an authorized officer of Seller as indicating or evidencing the Board's approval of or Seller's intent or desire to be bound by the terms and provisions of this Agreement.

10.27 Effective Date of Agreement.

Purchaser's offer to purchase the Property as evidenced by Purchaser's execution of this Agreement and delivery thereof to Seller shall be automatically deemed withdrawn and of no further force or effect unless accepted by Seller, which acceptance may be effectuated solely by Seller's execution of this Agreement and delivery thereof to the Title Company, on or before 5:00 p.m., Fort Worth, Texas time, on the 7th day after the submission by Purchaser to Seller of a complete copy of this Agreement duly executed by Purchaser. The date of the Title Company's

receipt, as evidenced by the Title Company's confirmation in the indicated place below, of a fully executed copy of this Agreement, executed by both Seller and Purchaser, shall be deemed the effective date of this Agreement (the "Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

SELLER:

Executed by Seller this
___ day of _____, 2020.

Fort Worth Independent School District,
a political subdivision of the State of Texas

By _____
Name: _____
Title: _____

PURCHASER:

Executed by Purchaser this
21st day of May, 2020.

Keystone Investment Opportunities, LLC,
a Delaware limited liability
company

By Jay H Hebert
Name: Jay H Hebert
Title: Vice Pres. Acct

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed copy of this Agreement, executed by both Seller and Purchaser, on _____, 2020, which date shall be deemed the "Effective Date" of this Agreement..

TITLE COMPANY:

RATTIKIN TITLE COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

**BAILEYS INDUSTRIAL ADDITION BLOCK 1R LOT 6 & PT CLOSED STREET OF
THE CITY OF FORT WORTH, TARRANT COUNTY, TX**

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

THAT Fort Worth Independent School District, a political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by _____, a ("Grantee"), whose mailing address is _____, the receipt and sufficiency of which consideration are hereby acknowledged, and on and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee (i) that certain tract or parcel of real property situated in Tarrant County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto[, but excluding any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under such tract or parcel of real property] (the "Property").

Grantor excepts herefrom and reserves unto itself, its successors, and assigns all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property. Grantor waives and releases, on behalf of Grantor and Grantor's successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Grantor as of May _____, 2020, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

This conveyance is made subject and subordinate to those encumbrances and exceptions (collectively the "Permitted Exceptions") set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property are excluded from the conveyance effectuated hereby, and are hereby reserved by Grantor on behalf of Grantor and its successors and assigns.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED (THIS "DEED"), ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" AND, EXCEPT AS SET FORTH IN THAT CERTAIN AGREEMENT OF PURCHASE AND SALE BETWEEN GRANTEE AND GRANTOR DATED _____, 2020, WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

Real property taxes and assessments for the remainder of the year after the date hereof and subsequent years shall be assumed by Grantee. Grantor and Grantee acknowledge that Grantor is an entity exempt from real property taxes and assessments and during Grantor's ownership of the Property, no real property taxes or assessments have been due and payable.

IN WITNESS WHEREOF, this Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of _____, 2020.

a _____

By _____
Name: _____
Title: _____

THE STATE OF _____

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2020,
by _____, of _____, a _____, on behalf of
said _____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT C

FIRPTA AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

KNOW ALL PERSONS BY THESE PRESENTS:

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), whose mailing address is _____, that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ ("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is _____;
3. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); and
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document.

EXECUTED effective as of the ___ day of ____, 20__.

_____,
a _____

By _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____,
20____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND PERMITS

Concurrently with the execution and delivery of this Assignment and Assumption of Contracts (this "Assignment"), _____, a _____ ("Assignor"), is conveying to _____, a _____ ("Assignee"), whose mailing address is _____, by Special Warranty Deed (the "Deed"), that certain tract or parcel of real property situated in Tarrant County, Texas, being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon (the "Real Property").

It is the desire of Assignor to assign, transfer, and convey to Assignee any and all right, title and interest of Assignor in and to the contracts and permits described on Exhibit B attached hereto and made a part hereof for all purposes (collectively as the "Assumed Contracts and Permits"). It is the desire of Assignee to assume all of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN to Assignee the Assumed Contracts and Permits.

Assignee accepts, assumes and agrees to perform of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

EXECUTED on the dates set forth below, to be effective for all purposes as of _____, 20__.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____

Name: _____

Title: _____

**ACTION AGENDA ITEM
BOARD MEETING
MAY 26, 2020**

**TOPIC: APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF
2901 SHOTTS STREET, FORT WORTH, TEXAS 76107, EXCLUDING
MINERAL INTERESTS**

BACKGROUND:

On May 12, 2020, the Board of Education (BOE), by Resolution, declared certain District-owned real property as surplus and no longer necessary for the operation of the school district. Pursuant to Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District, the District, in conjunction with the engagement of a real estate brokerage firm, sought bids on this surplus property, evaluated all bids for best value to the District and, as a result of those efforts, is now seeking the BOE to approve the attached Purchase and Sale Agreement pertaining to:

2901 Shotts Street, Fort Worth, TX – Admin BoE Warehouse

Legal Description: Baileys Industrial Addition Block 1R Lot 7 & PT Closed Street on So of the City of Fort Worth, Tarrant County, Texas.

The above property, when sold, would exclude the conveyance of any mineral interests owned by the District. The sale is at, or above, the current appraised value of the property.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase and Sale Agreement for the Sale of 2901 Shotts Street, Fort Worth, Texas 76107, Excluding Mineral Interests
2. Decline to Approve Purchase and Sale Agreement for the Sale of 2901 Shotts Street, Fort Worth, Texas 76107, Excluding Mineral Interests
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase and Sale Agreement for the Sale of 2901 Shotts Street, Fort Worth, Texas 76107, Excluding Mineral Interests.

FUNDING SOURCE *Additional Details*

Not Applicable Not Applicable

COST:

All costs associated with the sale of 2901 Shotts Street, Fort Worth, Texas 76107 will be paid out of the closing of said property.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Superintendent of Schools
Multiple Departments within FWISD

RATIONALE:

Extensive work has been performed by Administration to determine real estate holdings no longer necessary for the operation of Fort Worth Independent School District. The property located at 2901 Shotts Street, Fort Worth, Texas 76107 has, by Resolution dated May 12, 2020, been declared surplus by the BOE. As a result, Administration is seeking the BOE to approve the attached Purchase and Sale Agreement in order to sell the property at 2901 Shotts Street, Fort Worth, Texas 76107. The sale of this property will be in compliance with Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District.

INFORMATION SOURCE:

Kent P. Scribner, Ph.D.

AGREEMENT OF PURCHASE AND SALE

BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

AS SELLER

AND

KEYSTONE INVESTMENT OPPORTUNITIES, LLC,
a Delaware limited liability company

AS PURCHASER

covering and describing

2901 Shotts Street, Fort Worth, TX 76107,

situated
in
Tarrant County, Texas

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made to be effective as of the date described in Section 10.27 hereof, by and between Fort Worth Independent School District, a political subdivision of the State of Texas ("Seller"), and Keystone Investment Opportunities, LLC, a Delaware limited liability company ("Purchaser").

W I T N E S S E T H:

ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at Closing (as such term is defined in Section 5.1 hereof) (collectively, the "Property"):

(a) the land situated in Tarrant County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), together with all appurtenant easements and any other rights and interests appurtenant to and benefiting the Land, including, without limitation, all of Seller's right, title and interest, if any, in and to (i) all development rights, air rights and water rights with respect to the Land, and (ii) all easements, rights of way or other real property interests appurtenant to the Land, and in, to or under any land, highway, alley, street or right of way abutting or adjoining the Land (collectively, the "Appurtenant Rights");

(b) All buildings, structures, improvements and fixtures located on the Land (collectively, the "Improvements") (the Land, the Appurtenant Rights and the Improvements are collectively referred to herein as the "Real Property");

(c) All of Seller's right, title and interest in and to any assignable third-party contracts and agreements relating to the upkeep, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume, to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the "Operating Agreements"), and with the Operating Agreements Purchaser assumes as set forth above being referred to herein as the "Assumed Operating Agreements";

(d) All of Seller's right, title and interest in and to any assignable permits, licenses, registrations and certificates of any federal, state or local government or other political subdivision thereof, including, without limitation, any agency or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the person or property in question (each a "Governmental Authority") relating to the upkeep, ownership, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume,

to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the “Permits”), and with the Permits Purchaser assumes as set forth above being referred to herein as the “Assumed Permits”; and

(e) All of Seller’s keys, key cards, security codes, passwords, and combinations to the Property.

The Property does not include any oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property, all of which are excluded from the transaction contemplated hereby and all of which will be reserved by Seller. Seller waives and releases, on behalf of Seller and Seller’s successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Seller as of the Effective Date, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

1.2 Permitted Exceptions.

The Property shall be conveyed subject to the following matters (collectively the “Permitted Exceptions”):

- (a) the matters deemed to be Permitted Exceptions pursuant to Section 2.3 hereof;
- (b) building restrictions and zoning regulations heretofore or hereafter adopted by any Governmental Authority relating to or encumbering the Property;
- (c) real property taxes for the year of Closing and subsequent years; and
- (d) the Ground Lease (as defined below).

1.3 Purchase Price.

Seller shall sell and Purchaser shall purchase the Property for a purchase price of \$2,481,686.25 (the “Purchase Price”).

1.4 Payment of Purchase Price.

The Purchase Price shall be paid by Purchaser to Seller in cash or immediately available funds at Closing.

1.5 Earnest Money.

Within three (3) business days of the Effective Date, Purchaser shall deposit with Rattikin Title Company (the “Title Company”), having its office at 201 Main Street, Suite 800, Fort Worth, Texas 76102, Attention: Megan Newburn, the sum of \$26,123.01 in cash (the “Earnest Money”) to be held by the Title Company as earnest money in accordance with the terms of this

Agreement. The Title Company is hereby instructed to hold the Earnest Money in an interest-bearing account. All interest accruing on the Earnest Money shall become a part thereof and shall be delivered to the party entitled to receive the Earnest Money. If Purchaser fails to deposit the Earnest Money with the Title Company as provided for herein, this Agreement shall automatically terminate and neither party shall have any further rights, duties or obligations hereunder, other than Purchaser's Repair and Indemnification Obligations (as such term is defined in Section 3.2 hereof), which shall survive the termination of this Agreement.

1.6 Ground Lease.

At Closing, Purchaser shall lease the Property back to Seller for a term commencing on the date of Closing and ending, subject to the terms of the executed lease, on a date that is one (1) year after the Closing Date (the "Ground Lease"). During the Inspection Period, Purchaser and Seller shall negotiate and agree on a form of the Ground Lease, which will include that (i) the rental payment due for the initial six (6) months of the Ground Lease is \$1.00; (ii) for the final six (6) months of the initial term of the Ground Lease, the rental amount shall be sufficient for Purchaser to yield a 7.0% rate return on the Purchase Price; (iii) Seller may extend the term of the Ground Lease two (2) times for an additional one (1) year term each by delivering notice of Seller's election to extend the term at least 120 days prior to the expiration of the then current term; (iv) the rental amount that would be payable during the first extended term of the Ground Leases would be an amount sufficient for Purchaser to yield an 11.0% return on its investment in the Property and rent for the third year of the Ground Lease and all subsequent years shall increase based on increases in the consumer price index; (v) effective on or after the initial term of the Ground Lease, Seller shall have the option to terminate the Ground Lease, without penalty, at any time on at least 180 days' notice to Purchaser; and (vi) such lease is on an "AS IS" AND "WHERE IS" basis. For clarification, Seller may terminate the Ground Lease effective at the end of the initial term by providing such notice at least 180 days prior to the expiration of the initial term. The Ground Lease shall permit Seller to use the Property for any lawful purpose, and shall be a "triple net" lease, with Seller responsible for all operating expenses, taxes, maintenance, repairs, insurance (in such amounts as Seller may elect to carry, consistent with Seller's insurance program for Seller's owned properties, as the same may exist from time to time) and other costs associated with the operation of the Property. The Ground Lease is a material portion of the consideration to Seller for the sale of the Property, and the form of Ground Lease shall be reasonably acceptable to Seller and Purchaser. A proposed form of the Ground Lease shall be delivered by Purchaser to Seller within 10 business days after the Effective Date.

1.7 Independent Contract Consideration.

Notwithstanding anything to the contrary contained in this Agreement, \$50.00 of the Earnest Money (the "Independent Contract Consideration"), which amount Seller and Purchaser hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement, shall be non-refundable, and shall be promptly delivered by the Title Company to Seller, immediately upon receipt. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, and is nonrefundable in all events. If Closing occurs, the Independent

Contract Consideration shall be credited against the Purchase Price, along with the remainder of the Earnest Money.

ARTICLE II TITLE AND SURVEY

2.1 Commitment for Title Insurance.

Seller and Purchaser hereby instruct the Title Company to deliver to Purchaser, Seller and the Surveyor (as such term is defined in Section 2.2 hereof), within 20 days after the Effective Date, a Commitment for Title Insurance (the "Title Commitment") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue to Purchaser at Closing an Owner Policy of Title Insurance, the Owner's Policy to be issued by an underwriter reasonably acceptable to Purchaser, on the standard form of policy prescribed by the Texas State Board of Insurance and in the amount of the Purchase Price with endorsements, including T-19.1 and T-19.2 endorsements, and other modifications agreed to by Purchaser and the Title Company (the "Owner's Policy"). Seller and Purchaser further instruct the Title Company to deliver to Seller, Purchaser and the Surveyor legible copies of all instruments referred to on Schedules B or C of the Title Commitment.

2.2 Survey.

Purchaser may, within 30 days after the Effective Date and, at Purchaser's expense, cause a current Texas Society of Professional Surveyors Category 1A, Condition II survey or an ALTA survey (the "Survey"), to be performed and completed on the Property by a Registered Professional Land Surveyor licensed by the State of Texas and reasonably acceptable to Seller, Purchaser and the Title Company (the "Surveyor"). The Survey shall be in a form reasonably acceptable to Seller, Purchaser and the Title Company and a copy thereof shall be delivered to Seller, Purchaser and the Title Company. Upon Seller's and Purchaser's approval of the Survey and unless otherwise agreed by Seller and Purchaser in writing, the legal description contained in the Survey shall be the legal description contained in the documents used to convey the Property from Seller to Purchaser.

2.3 Title Review Period.

Purchaser shall have 10 business days (the "Title Review Period") after the receipt of the Title Commitment and the Survey (if obtained within the time period set forth in Section 2.2 hereof) to provide Seller with written notice (the "Title Objection Letter") of Purchaser's objections to anything contained in the Title Commitment or the Survey (collectively "Title Objections"); provided, however, that none of the items described in Section 1.2 (b) or (c) hereof may be the basis for a Title Objection. Any item contained in the Title Commitment or the Survey to which Purchaser does not object pursuant to the Title Objection Letter shall be deemed a Permitted Exception. If Purchaser delivers to Seller a Title Objection Letter, Seller shall have 10 days, or such greater period of time as may be agreed upon in writing by Seller and Purchaser (the "Cure Period"), during which Seller shall have the right, but not the obligation, to cure or remove the Title Objections and deliver to Purchaser a revised Title Commitment evidencing such cure or removal. Prior to the expiration of the Cure Period, Seller shall provide Purchaser

with written notice (the “Title Response Letter”) setting forth those Title Objections which Seller has cured or removed and those Title Objections which Seller is unable or unwilling to cure or remove; provided, however, that if Seller does not deliver to Purchaser a Title Response Letter prior to the expiration of the Cure Period, Seller shall be deemed to have elected not to cure or remove any uncured Title Objections. If Seller fails to cure or remove all Title Objections to the reasonable satisfaction of Purchaser and the Title Company, Purchaser may, as its sole and exclusive remedy which may be exercised at any time within 5 business days after the expiration of the Cure Period, either terminate this Agreement by written notice to Seller, in which event the Title Company shall return the Earnest Money (less the Independent Contract Consideration) to Purchaser, or waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price. Purchaser’s failure to send written notice of the election available to it pursuant to the preceding sentence within 5 business days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price, in which case all uncured Title Objections shall automatically be deemed Permitted Exceptions.

2.4 Owner’s Policy.

At Closing, the Title Company shall furnish to Purchaser, at Seller’s expense except as set forth below, the Owner’s Policy. The Owner’s Policy may contain as exceptions the standard printed exceptions, subject to any endorsements and other modifications agreed to by Purchaser and the Title Company, and the Permitted Exceptions. Notwithstanding anything contained herein to the contrary, if Purchaser requests any endorsements (including the T-19.1 and T-19.2), modifications or additional title insurance coverage, including, without limitation, that the “survey exception” in the Owner’s Policy be modified to read “shortages in area” (collectively, the “Additional Coverage”), Purchaser shall pay all fees and additional premiums charged by the Title Company in connection therewith.

ARTICLE III INSPECTION PERIOD

3.1 Delivery of Materials.

Within 5 days after the Effective Date, Seller shall, at Seller’s election, either deliver to Purchaser or make available to Purchaser via an online document repository the following (the “Due Diligence Materials”):

- (a) copies of any as-built plans and specifications for the Property, if in Seller’s possession;
- (b) copies of any existing surveys of the Property, if in Seller’s possession;
- (c) copies of any inspection reports or other third-party reports relating to the physical condition of the Property in Seller’s possession, including, without limitation, any environmental inspection reports;

(d) copies of any inspection reports, correspondence or other documentation concerning the compliance of the Property with applicable rules, regulations, ordinances and laws of all Governmental Authorities having jurisdiction, if in Seller's possession;

(e) copies of the Operating Agreements;

(f) copies of all oil and gas or other mineral leases or conveyances encumbering or affecting the Property, if in Seller's possession; and

(g) copies of the Permits, if in Seller's possession.

SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER.

3.2 Right of Inspection.

Purchaser, and Purchaser's representatives, employees, agents and independent contractors and consultants, shall have the right, beginning on the Effective Date and ending on the day of Closing or earlier termination of this Agreement, to enter the Property to make a physical inspection and assessment of the Property; provided, however, that (a) Purchaser shall give Seller at least 1 business days prior notice before entering into the Property (which may be written or oral), (b) no intrusive testing, including, without limitation, the taking of any soil samples or the equivalent, shall occur without Seller's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), as to the nature and scope of the same and the identity of the consultant or contractors performing the same, and (c) if requested by Seller, any such inspections and assessments shall be conducted in the presence of Seller or its designated representative. Purchaser agrees to (i) promptly repair any damage done to the Property in connection with Purchaser's inspection and assessment, and (b) indemnify, defend and hold Seller harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest) resulting from Purchaser's inspection and assessment (collectively "Purchaser's Repair and Indemnification Obligations"), EXCEPT TO THE EXTENT THE SAME ARE (I) CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR AN AFFILIATE, AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER; OR (II) DUE SOLELY TO THE MERE DISCOVERY OF ANY PRE-EXISTING CONDITIONS (EXCEPT TO THE EXTENT PURCHASER'S INSPECTIONS EXACERBATE SUCH CONDITION). All inspections and assessments shall be conducted at times and in a manner that will not unreasonably interfere with use of the Property by Seller or its tenants, if any. Purchaser shall promptly provide Seller with a true, correct and complete copy of all written inspection reports, assessments or similar documentation prepared by or on behalf of Purchaser with respect to the

Property; provided, however, the same will be provided to Seller without any representation or warranty from Purchaser.

3.3 Right of Termination.

If Purchaser determines that the Property is not suitable for its purposes or for any other reason, or no reason at all, Purchaser shall have the right to terminate this Agreement by sending written notice thereof (a "Notice of Termination") to Seller prior to 11:59 p.m., Fort Worth, Texas time, on the date that is 60 days after the Effective Date (the "Inspection Period"); provided, however, in the event that the Effective Date is prior to June 1, 2020, the Inspection Period shall expire on July 31, 2020 (as may be extended pursuant to the terms of this Agreement). For the avoidance of doubt, Purchaser and Seller agree that delivery of the Notice of Termination via email to the email addresses shown in Section 10.6 hereof shall constitute notice for this section. Upon delivery by Purchaser to Seller of a Notice of Termination, this Agreement shall terminate (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser. Purchaser shall have the right to extend the Inspection Period for one additional period of 30 days by providing Seller with written notice of such extension prior to the expiration of the initial Inspection Period and simultaneously depositing with the Title Company \$6,530.75 in additional Earnest Money. If Purchaser fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, as it may be extended as provided above, Purchaser's right to terminate this Agreement pursuant to this Section 3.3 shall automatically expire and be rendered null and void.

ARTICLE IV CONDITIONS PRECEDENT

4.1 Conditions Precedent to Seller's Obligations.

It shall be an express condition precedent to Seller's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Seller, with any waiver to be effective only if the same is executed by an authorized officer of Seller, expressly waives a particular condition and expressly refers to this Section 4.1:

- (a) All representations and warranties made by Purchaser pursuant to this Agreement shall be true and correct in all material respects;
- (b) Purchaser shall have delivered to Seller or deposited with Title Company for the benefit of Seller, all of the documents and other items set forth in Section 5.3 hereof;
- (c) Seller and Purchaser have entered into the Ground Lease; and
- (d) All covenants and other obligations of Purchaser set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Seller in the manner specified above as of the date of Closing, Seller shall have the right, but not the

obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.1 is intended to be or shall be construed as a limitation of any remedies available to Seller pursuant to Section 7.1 hereof if Purchaser defaults under this Agreement.

4.2 Conditions Precedent to Purchaser's Obligations.

It shall be an express condition precedent to Purchaser's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Purchaser, with any waiver to be effective only if the same is executed by an authorized officer of Purchaser, expressly waives a particular condition and expressly refers to this Section 4.2:

(a) All representations and warranties made by Seller pursuant to this Agreement shall be true and correct in all material respects;

(b) Seller shall have delivered to Purchaser or deposited with Title Company for the benefit of Purchaser, all of the documents and other items set forth in Section 5.2 hereof;

(c) Seller and Purchaser have entered into the Ground Lease;

(d) The Title Company shall have issued to Purchaser (or the respective grantee under the Deed) the Owner's Policy, including T-19.1 and T-19.2 endorsements (or a marked-up and signed commitment to issue the Owner's Policy or a signed pro forma Owner's Policy, and in either such instance with the Title Company irrevocably committed to issuing the Owner's Policy upon effectuation of Closing);

(e) Seller shall have cured all title and survey matters it agreed to cure in Seller's Title Response Letter; and

(f) All covenants and other obligations of Seller set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Purchaser in the manner specified above as of the date of Closing, Purchaser shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.2 is intended to be or shall be construed as a limitation of any remedies available to Purchaser pursuant to Section 7.2 hereof if Seller defaults under this Agreement.

ARTICLE V CLOSING

5.1 Time and Place.

The closing of the transaction contemplated hereby ("Closing") shall take place by escrow of documents and funds with the Title Company at 2:00 p.m., Fort Worth, Texas time, on the 30th day after the expiration of the Inspection Period (or the nearest business day thereafter if such day is a Saturday, Sunday or legal holiday in Tarrant County, Texas) or on such other date and at such time as may be agreed upon in writing by Seller and Purchaser.

5.2 Seller's Obligations at Closing.

At Closing, Seller shall:

(a) deliver to Purchaser a duly executed Special Warranty Deed (the "Deed") in the form of Exhibit B attached hereto and made a part hereof for all purposes executed and acknowledged by Seller and in recordable form, conveying the Property to Purchaser free and clear of all encumbrances except the Permitted Exceptions;

(b) join with Purchaser in the execution of the Ground Lease and any memorandum of the same contemplated thereby;

(c) join with Purchaser in the execution and acknowledgement of any disclosure notices and reports required by applicable state and local law in connection with the conveyance of real property;

(d) if required by applicable law, deliver to Purchaser a FIRPTA Affidavit (the "FIRPTA Affidavit") in the form of Exhibit C attached hereto and made a part hereof for all purposes, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;

(e) join with Purchaser in the execution of an Assignment and Assumption of Contracts and Permits (the "Assignment") substantially in the form of Exhibit D assigning the Assumed Operating Agreements and the Assumed Permits to Purchaser, with the assumption by Purchaser of the liabilities and obligations thereunder accruing from and after the date of Closing;

(f) deliver to Purchaser Seller's signature page to the Settlement Statement prepared by the Title Company;

(g) subject to the Ground Lease, deliver to Purchaser possession to the Property and all keys and key codes, as applicable, for all security systems, rooms, offices, safes, deposit boxes, or other locked or lockable areas, facilities or items;

(h) deliver to the Title Company an "Owner's Affidavit" in a form reasonably acceptable to the Title Company and Seller; and

(i) deliver to the Title Company evidence, as the Title Company may reasonably require, as to the authority of the person or persons executing documents on behalf of Seller.

5.3 Purchaser's Obligations at Closing.

At Closing, Purchaser shall:

(a) Pay to the Title Company for distribution to the Seller upon Closing the Purchase Price, subject to prorations and adjustments set forth herein, in cash or readily available funds, it being agreed that the Earnest Money shall be delivered to Seller at Closing and applied towards payment of the Purchase Price;

(b) join with Seller in the execution of the Ground Lease and any memorandum of the same contemplated thereby;

(c) join with Seller in execution of the instruments described in Section 5.2(c) hereof, to the extent Purchaser is required to be a party thereto;

(d) join with Seller in the execution of the Assignment;

(e) deliver to Seller Purchaser's signature page to the Settlement Statement prepared by the Title Company; and

(f) deliver to the Title Company evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

5.4 Prorations.

Subject to the terms of the Ground Lease, real property taxes and assessments for the remainder of the year after Closing and subsequent years shall be assumed by Purchaser. Seller and Purchaser acknowledge that Seller is an entity exempt from real property taxes and assessments and during Seller's ownership of the Property, no real property taxes or assessments have been due and payable. Gas, electricity and other utility charges for accounts that will remain in effect after Closing shall be apportioned with respect to the Property as of the date of Closing. The prorations provisions in this Agreement shall not affect Seller's obligations under the Ground Lease. Seller shall receive the income from and, except as set forth above, shall be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within 30 days after receiving written demand therefor. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested within 120 days

after the date all necessary information is available to make a complete and accurate determination of such apportionments. The provisions of this Section 5.4 shall survive Closing.

5.5 Closing Costs.

Seller shall pay (a) the fees of any counsel representing it in connection with the transaction contemplated hereby, (b) the basic premium for the Owner's Policy (excluding the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, which fees and additional premiums shall be paid by Purchaser), (c) the fees for recording the Deed, (d) Seller's Broker's Commission (as such term is defined in Section 9.1 hereof), (e) 1/2 of any escrow fee which may be charged by the Title Company in connection with the transaction contemplated hereby; and (f) any other closing costs customarily paid for by the seller of real estate in Tarrant County, Texas.

Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, (c) the cost of the Survey, (d) 1/2 of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby; and (e) any other closing costs customarily paid for by the purchaser of real estate in Tarrant County, Texas.

All other items of income and expense as are customarily adjusted or prorated upon the sale and purchase of real property shall be made on an accrual basis in accordance with generally accepted accounting principles, and based on the actual number of days in the period.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of Seller.

Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Seller has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity (other than any liens or other encumbrances that will be released at or prior to Closing), (iii) conflict with or violate the organizational documents of Seller, or (iv) result in the creation or imposition of any lien on the Property;

(d) To Seller's Knowledge (as defined below), there is no pending condemnation of the Property as of the Effective Date;

(e) To Seller's Knowledge, there is no pending litigation affecting the Property as of the Effective Date which will bind the Property or Purchaser after Closing; and

(f) There are no leases or other occupancy agreements encumbering the Property which will bind the Property or Purchaser after Closing.

As used in this Agreement, "Seller's Knowledge" means the current, actual knowledge of those employees of Seller whose job descriptions include the management and operation of the Property.

6.2 Representations and Warranties of Purchaser.

Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Purchaser is a limited liability company, duly organized and in good standing under the laws of the State of Delaware. Purchaser is, or will be before Closing, in good standing and authorized to do business in the State of Texas. Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated

hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser;

(d) Purchaser is not a consumer as defined by the Texas Deceptive Trade Practices - Consumer Protection Act and has experience in financial and business matters that enable it to evaluate the risks and merits of the transaction contemplated hereby;

(e) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(f) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller; and

(g) Purchaser is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Executive Order") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (the "OFAC") and in any enabling legislation or other executive orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the "Executive Orders"). Neither Purchaser nor any beneficial owner of Purchaser is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "Lists"), (ii) person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.

6.3 Covenants of Seller.

Seller hereby covenants to Purchaser, which covenants shall survive Closing, as follows:

(a) From the Effective Date through the Closing or earlier termination of this Agreement, Seller shall operate the Property in manner consistent with recent past custom and practices for the operation, maintenance and repair of the Property (the "Ordinary Course of Business"), including, without limitation, (i) maintaining all existing insurance coverages for the Property, (ii) performing maintenance and repairs in the Ordinary Course of Business, (iii) maintaining all licenses and permits required for the

Seller's continued ownership, use and operation of the Property; and (iv) not removing or permitting to be removed any fixtures on the Land which constitute real property except as necessary for repairs or replacements of worn out or obsolete items in the Ordinary Course of Business with items of similar quality and utility. Seller shall promptly advise Purchaser of any litigation, arbitration or administrative hearing or similar matter concerning or affecting the Property of which Seller obtains actual knowledge.

(b) Until the Closing or earlier termination of this Agreement, Seller shall not, without the prior written consent of Purchaser (such consent to be in Purchaser's sole discretion) (i) amend, modify, extend, renew or terminate any of the Assumed Operating Agreements, or (ii) enter into any new equipment lease, service contract, lease, franchise agreement, trademark agreement, license agreement, management agreement or other contract or agreement in respect of the Property, except for new equipment leases, repair, maintenance or service contracts entered into in the Ordinary Course of Business and that are terminated by Seller prior to Closing. Further, Seller shall use commercially reasonable efforts, at no cost to Seller, to obtain all necessary consents, approvals, and authorizations required for the assignment of the Assumed Operating Agreements by Seller to Purchaser. Before Closing, but subject to the terms of the Ground Lease, Seller shall cancel or terminate all Operating Agreements other than the Assumed Operating Agreements.

(c) Seller shall not take any of the following actions without the prior written consent of Purchaser, which consent shall be in Purchaser's sole discretion: (i) make or permit to be made any material alterations to any part of the Property, except as required due to an emergency relating to the health or safety or by applicable law; or (ii) grant any new liens or encumbrances upon the Property that will not be discharged upon the Closing;

(d) To the extent received by Seller during the pendency of this Agreement, Seller will promptly deliver to Purchaser copies of written default notices, notices of lawsuits and notices of violations affecting the Property.

(e) During the pendency of this Agreement, Seller (i) will not directly or indirectly (through a broker or otherwise), further market, negotiate or otherwise attempt to sell or transfer the Property, or any portion thereof, to any other party other than Purchaser and (ii) will not accept nor agree to any letter of intent, purchase agreement or other back-up or contingent contracts relating to the sale of all or any portion of the Property other than with Purchaser.

6.4 Covenants of Purchaser.

Purchaser hereby covenants to Seller, which covenants shall survive Closing, as follows:

(a) Purchaser shall, in connection with its inspection and assessment of the Property during the Inspection Period, inspect the Property for the presence of Hazardous Substances (as such term is defined below) and shall, once received, promptly provide Seller with a true, correct, complete and legible copy of all written inspection reports and

other documentation prepared by or on behalf of Purchaser in connection with such inspection. PURCHASER HEREBY ASSUMES FULL RESPONSIBILITY FOR SUCH INSPECTIONS AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST SELLER ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY. As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "pollutant" "contaminant" or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) ("EPCRA"), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials, and (iv) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," "industrial solid waste," "solid waste," "radioactive waste" or "special waste from health care facility" in the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann ch. 361), the Texas Clean Air Act (Tex. Health & Safety Code ch 282), the Texas Pesticide Control Act (Tex. Agric. Code Ann. § 76.001 et seq.) and those substances included within the definitions of "hazardous substances," "regulated substances" or "petroleum products" in Subchapter I of the Texas Water Code (Tex. Water Code Ann ch 26, subch. I) and in the regulations promulgated pursuant to any of such laws, all as the same may be amended from time to time (collectively "Environmental Laws"). IT IS THE INTENTION OF SELLER AND PURCHASER THAT THE WAIVER CONTAINED IN THIS SECTION 6.4(A) APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF SELLER'S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER'S AGENTS, EMPLOYEES AND CONTRACTORS; anything in this Agreement notwithstanding, no provision in this Agreement shall limit Seller's obligations to Purchaser or an affiliate of Purchaser

contained in the Ground Lease. The provisions of this Section 7.1(a) shall survive Closing.

(b) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA;

(c) Neither Purchaser nor any officer or director of Purchaser is either a “party in interest” (as defined in Section 3(14) of ERISA) or a “disqualified person” (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller;

(d) Purchaser shall make its policies, procedures and practices regarding compliance with the Executive Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice; and

(e) If Purchaser or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty or liability to Purchaser upon written notice to Purchaser, in which event, the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

ARTICLE VII DEFAULT

7.1 Default by Purchaser.

If Purchaser fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Seller’s default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Seller shall be entitled, **AS ITS SOLE AND EXCLUSIVE REMEDY**, to terminate this Agreement (except for Purchaser’s Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive the Earnest Money, as liquidated damages for the breach of this Agreement.

SELLER AND PURCHASER AGREE THAT IF THIS AGREEMENT IS TERMINATED PURSUANT TO THIS SECTION 7.1, THE DAMAGES THAT SELLER WOULD SUSTAIN AS A RESULT OF SUCH TERMINATION WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO ASCERTAIN. SELLER AND PURCHASER FURTHER AGREE THAT THE EARNEST MONEY IS A FAIR AND REASONABLE APPROXIMATION OF WHAT SELLER’S ACTUAL DAMAGES WOULD BE UNDER SUCH CIRCUMSTANCES. ACCORDINGLY, SELLER AND PURCHASER AGREE THAT SELLER SHALL RETAIN THE EARNEST MONEY AS FULL AND COMPLETE LIQUIDATED DAMAGES AND AS SELLER’S SOLE AND EXCLUSIVE REMEDY FOR SUCH TERMINATION.

7.2 Default by Seller.

If Seller fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Purchaser's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Purchaser shall be entitled, AS ITS SOLE AND EXCLUSIVE REMEDY, to either (a) enforce specific performance of this Agreement, or (b) terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement), receive a refund of the Earnest Money (less the Independent Contract Consideration) and receive from Seller an amount equal to Purchaser's third party out of pocket due diligence and legal costs actually incurred by Purchaser in connection with the transaction contemplated hereby, such amount not to exceed \$13,061.51 (the "Due Diligence Reimbursement"). If Purchaser terminates this Agreement pursuant to the preceding sentence, Seller shall be released from any and all duties, obligations and liability hereunder, other than the Due Diligence Reimbursement. UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, IT BEING UNDERSTOOD BY PURCHASER THAT THE ABOVE DESCRIBED REMEDY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY. Purchaser shall be deemed to have elected to terminate this Agreement and receive a refund of the Earnest Money (less the Independent Contract Consideration) if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Tarrant County, Texas, on or before 30 days after the date on which Closing was to have occurred.

ARTICLE VIII CASUALTY AND CONDEMNATION

8.1 Casualty.

If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller, is equal to or in excess of 15% of the Purchase Price, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Casualty Termination Notice") within 15 days after the later to occur of (a) the date Purchaser receives notice of the damage or destruction; and (b) Purchaser's receipt from a qualified third-party reasonably acceptable to Purchaser and hired by Seller, at its sole cost and expense, evidencing the estimated cost to repair the damage to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or elect to consummate the transaction contemplated hereby, in which event Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If Purchaser fails to send Seller a Casualty Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.1 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, and (i) Seller's right

to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller is less than 15% of the Purchase Price, Purchaser shall have no right to terminate this Agreement as a result thereof, and Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing after which the estimated cost to repair any uninsured damage or destruction to the Property, as determined by a qualified third-party reasonably acceptable to Purchaser and hired by Seller, is equal to or in excess of \$50,000.00 and Seller does not agree in writing to give Purchaser a credit against the Purchase Price at Closing in the amount of such uninsured damage or destruction, Purchaser shall have the right to terminate this Agreement by providing written notice to Seller within 15 days after the date Purchaser receives written notice from Seller of the amount of uninsured damage or destruction to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

8.2 Condemnation.

If any condemnation or written threat of condemnation of all or any material part of the Property (as reasonably determined by Purchaser) occurs subsequent to the Effective Date and prior to the date of Closing, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Condemnation Termination Notice") within 15 days after the date Purchaser receives notice of the condemnation or written threat of condemnation in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation. If Purchaser fails to send Seller a Condemnation Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.2 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE IX
COMMISSIONS

9.1 Commissions.

Seller agrees to pay to Jones Lange LaSalle Brokerage Inc., a Texas corporation (“Seller’s Broker”), a commission if the transaction contemplated hereby is consummated and funded, but not otherwise. Such commission shall be in the amount set forth in a separate written agreement between Seller and Seller’s Broker. Purchaser agrees that if any claim is made for brokerage commissions or finder’s fees by any broker, finder or agent (other than Seller’s Broker) by, through or on account of any acts of Purchaser or its agents, employees or representatives, Purchaser will hold Seller free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys’ fees, accountants’ fees, court costs and interest) in connection therewith. Seller agrees that if any claim is made for brokerage commissions or finder’s fees by any broker, finder or agent by, through or on account of any acts of Seller or its agents, employees or representatives, Seller will hold Purchaser free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys’ fees, accountants’ fees, court costs and interest) in connection therewith. The provisions of this Section 9.1 shall survive Closing.

ARTICLE X
MISCELLANEOUS

10.1 Disclaimers.

PURCHASER AGREES THAT IT WILL INSPECT AND ASSESS THE PROPERTY PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN ELECTING WHETHER OR NOT TO PURCHASE THE PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY “AS IS” AND “WHERE IS,” AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO TITLE TO THE PROPERTY, ANY IMPROVEMENTS

THEREON, OR ANY INTEREST THEREIN. TO THE EXTENT THAT WARRANTIES OF TITLE ARE TO BE MADE, SUCH WARRANTIES SHALL BE SET FORTH SOLELY AND EXPRESSLY IN THE DEED. NOTWITHSTANDING THAT A FORM OF DEED MAY BE ATTACHED TO THIS AGREEMENT AND/OR REFERENCED HEREIN, NO WARRANTY OF TITLE CONTAINED IN SUCH DEED IS INTENDED TO BE INCORPORATED INTO OR MADE A PART OF THIS AGREEMENT.

PURCHASER FURTHER HEREBY IRREVOCABLY WAIVES ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY, DAMAGES, PENALTIES, OR ANY OTHER CLAIM UNDER COMMON LAW OR ENVIRONMENTAL LAW (INCLUDING, WITHOUT LIMITATION, CERCLA, THE TEXAS SOLID WASTE DISPOSAL ACT (TEX. HEALTH AND SAFETY CODE ANN. CH. 361), OR THE TEX. WATER CODE ANN. CH 26), ARISING OUT OF THE HANDLING, STORAGE, DISPOSAL OR RELEASE OF HAZARDOUS SUBSTANCES (AS THAT TERM IS DEFINED HEREIN) ON, AT OR UNDER THE PROPERTY, REGARDLESS WHEN THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM MAY HAVE OCCURRED, EXISTED OR ORIGINATED.

SELLER AND PURCHASER EACH STIPULATE AND AGREE THAT (A) PURCHASER IS A SOPHISTICATED PURCHASER OF REAL PROPERTY, (B) THE TERMS OF THIS SECTION 10.1 ARE A MATERIAL PART OF THIS AGREEMENT AND HAVE BEEN SPECIFICALLY READ AND UNDERSTOOD BY PURCHASER, (C) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION 10.1 HAS BEEN FREELY NEGOTIATED, AND (D) PURCHASER HAS BEEN REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 10.1 SHALL NOT AFFECT SELLER'S OBLIGATIONS UNDER THE GROUND LEASE AND SHALL NOT BE A WAIVER OF ANY RIGHTS UNDER THE GROUND LEASE.

THE PROVISIONS OF THIS SECTION 10.1 SHALL SURVIVE CLOSING.

10.2 Assignment.

Purchaser may not assign its rights under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion; provided, however, Purchaser may assign this Agreement to an affiliate or subsidiary of Purchaser. Any assignment or attempted assignment in violation of the provisions of this Section 10.3 shall be null and void and shall constitute a default by Purchaser. No assignment shall relieve the initial Purchaser from any of its obligations under this Agreement.

10.3 Title Policy or Abstract.

The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy. Notice to that effect is hereby given to Purchaser.

10.4 Expiration of Time Periods.

If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in Tarrant County, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

10.5 Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, certified mail, return receipt requested, or (d) email, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of email, as shown as sent in the email box of the sender to the correct email address shown below. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

(i) If to Seller:

Fort Worth Independent School District
100 N University Dr, Ste. SW207
Fort Worth, TX 76107
Attn. CFO
Email: michael.ball@fwisd.org

with a copy thereof to:

Kent Newsome
Greenberg Traurig
1000 Louisiana, Suite 1700
Houston, Texas 77002
Email: newsomek@gtlaw.com

(ii) If to Purchaser:

c/o Keystone Group, L.P.
201 Main St. Suite 3100
Fort Worth, TX 76102
Attention: Jay Hebert
Email: jhebert@keystoneftw.com

with a copy thereof to:

Akin Gump Strauss Hauer & Feld LLP
201 Main Street, Suite 1600
Fort Worth, Texas 76102
Attention: Marc N. Epstein
Email: mepstein@akingump.com

10.6 Modification.

This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

10.7 Confidentiality.

Purchaser recognizes, understands and agrees that pursuant to this Agreement it will become aware of certain information regarding Seller and the ownership and operation of the Property, including, without limitation, the Due Diligence Materials. Purchaser agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose any such information to any third party or parties, except to agents, attorneys, representatives, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential or investors, potential lenders of all or a portion of the Purchase Price and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose to any third party or parties the existence of this Agreement or the identity of Purchaser prior to Closing, except as expressly allowed pursuant to the terms and provisions of this Agreement and as requested or required by regulatory and/or rating agencies. Purchaser acknowledges that Seller is subject to the Texas Public Information Act (the "TPIA"). As such, upon receipt of a request under the TPIA, Seller may be required to release documents to the requestor. Purchaser agrees to fully cooperate with Seller in responding to public information requests involving this Agreement or the transaction contemplated hereby. Purchaser acknowledges that it has the responsibility to brief the Attorney General's Office on why any documents identified as confidential or proprietary fall within an exception to public disclosure. The provisions of this Section 10.7 shall survive Closing for a period of one (1) year.

10.8 Reporting Requirements.

The Title Company hereby agrees to serve as the "real estate reporting person" as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated hereby appear in Section 10.6 hereof and Seller, Purchaser and the Title Company agree to retain a copy of this Agreement for a period of 4 years following the end of the calendar year in which Closing occurs. The provisions of this Section 10.09 shall survive Closing.

10.9 Municipal Utility or Other District Notices.

Purchaser agrees that if the Property or any portion thereof is located in a municipal utility or other similar district, Purchaser will, within 5 days after request by Seller, execute any and all reasonable and proper notices which, in the opinion of counsel for Seller and for Purchaser, are required by law to be given to Purchaser with respect to the Property.

10.10 Time is of the Essence.

Seller and Purchaser agree that time is of the essence with regard to this Agreement and the performance of the terms and provisions hereof.

10.11 Successors and Assigns.

The terms and provisions hereof are to apply to and bind the permitted successors and assigns of the parties hereto.

10.12 Exhibits and Schedules.

The following schedules or exhibits are attached hereto (the "Exhibits") and shall be deemed to be an integral part hereof:

- (a) Exhibit A-legal description of the Property;
- (b) Exhibit B-form of Deed;
- (c) Exhibit C-form of FIRPTA Affidavit; and
- (d) Exhibit D-form of Assignment.

10.13 Entire Agreement.

This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

10.14 Further Assurances.

Seller and Purchaser agree that they will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section 10.15 shall survive Closing.

10.15 Alternative Dispute Resolution.

Claims and disputes associated with this Agreement will not be resolved by arbitration or any other alternative dispute resolution process unless ordered by a court with jurisdiction over the claim or dispute, or otherwise agreed to in writing by both parties.

10.16 Counterparts.

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Agreement. Signatures delivered in pdf format via email shall be considered original signatures for all purposes.

10.17 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.18 Section Headings.

Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

10.19 Binding Effect.

This Agreement shall not be binding upon either Seller or Purchaser unless and until both Seller and Purchaser have executed this Agreement.

10.20 Choice of Law and Venue.

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Tarrant County, Texas.

10.21 Joint Drafting.

Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

10.22 Board Approval.

This Agreement is expressly subject to the approval of the Board of Trustees of Seller (the "Board"). Purchaser recognizes, stipulates and agrees that Seller will not execute this Agreement prior to Board approval, as set forth in Section 10.27 hereof.

10.23 No Third-Party Beneficiary.

The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.24 No Waiver.

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by Seller of any immunities from suit or from liability Seller may have by operation of local, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

10.25 Non-Discrimination.

Purchaser certifies that it is an equal opportunity employer, and that it conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

10.26 Approval by Seller.

Purchaser recognizes, understands and agrees that this Agreement shall not be binding upon Seller unless and until the same has been approved by the Board and executed by an authorized officer of Seller. Purchaser recognizes, understands and agrees that the Board may, for whatever reason and in its sole and absolute discretion, not approve this Agreement, in which case this Agreement shall not be binding on either party. Purchaser further recognizes, understands and agrees that it cannot and will not rely on any representation, assertion or action other than the execution of this Agreement by an authorized officer of Seller as indicating or evidencing the Board's approval of or Seller's intent or desire to be bound by the terms and provisions of this Agreement.

10.27 Effective Date of Agreement.

Purchaser's offer to purchase the Property as evidenced by Purchaser's execution of this Agreement and delivery thereof to Seller shall be automatically deemed withdrawn and of no further force or effect unless accepted by Seller, which acceptance may be effectuated solely by Seller's execution of this Agreement and delivery thereof to the Title Company, on or before 5:00 p.m., Fort Worth, Texas time, on the 7th day after the submission by Purchaser to Seller of a complete copy of this Agreement duly executed by Purchaser. The date of the Title Company's

receipt, as evidenced by the Title Company's confirmation in the indicated place below, of a fully executed copy of this Agreement, executed by both Seller and Purchaser, shall be deemed the effective date of this Agreement (the "Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

SELLER:

Executed by Seller this
__ day of _____, 2020.

Fort Worth Independent School District,
a political subdivision of the State of Texas

By _____
Name: _____
Title: _____

PURCHASER:

Executed by Purchaser this
21st day of May, 2020.

Keystone Investment Opportunities, LLC,
a Delaware limited liability
company

By J.H. Hebert
Name: Jay H Hebert
Title: Vice President

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed copy of this Agreement, executed by both Seller and Purchaser, on _____, 2020, which date shall be deemed the "Effective Date" of this Agreement..

TITLE COMPANY:

RATTIKIN TITLE COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

**BAILEYS INDUSTRIAL ADDITION BLOCK 1R LOT 7 & PT CLOSED STREET ON
SO OF THE CITY OF FORT WORTH, TARRANT COUNTY, TX**

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

THAT Fort Worth Independent School District, a political subdivision of the State of Texas (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by _____, a (“Grantee”), whose mailing address is _____, the receipt and sufficiency of which consideration are hereby acknowledged, and on and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee (i) that certain tract or parcel of real property situated in Tarrant County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto, but excluding any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under such tract or parcel of real property (the “Property”).

 Grantor excepts herefrom and reserves unto itself, its successors, and assigns all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property. Grantor waives and releases, on behalf of Grantor and Grantor’s successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Grantor as of May _____, 2020, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

 This conveyance is made subject and subordinate to those encumbrances and exceptions (collectively the “Permitted Exceptions”) set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property are excluded from the conveyance effectuated hereby, and are hereby reserved by Grantor on behalf of Grantor and its successors and assigns.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED (THIS “DEED”), ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE PROPERTY “AS IS” AND “WHERE IS” AND, EXCEPT AS SET FORTH IN THAT CERTAIN AGREEMENT OF PURCHASE AND SALE BETWEEN GRANTEE AND GRANTOR DATED _____, 2020, WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

Real property taxes and assessments for the remainder of the year after the date hereof and subsequent years shall be assumed by Grantee. Grantor and Grantee acknowledge that Grantor is an entity exempt from real property taxes and assessments and during Grantor’s ownership of the Property, no real property taxes or assessments have been due and payable.

IN WITNESS WHEREOF, this Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of _____, 2020.

_____,
a _____

By _____
Name: _____
Title: _____

THE STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the ____ day of _____, 2020,
by _____, of _____, a _____, on behalf of
said _____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT C

FIRPTA AFFIDAVIT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), whose mailing address is _____, that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ ("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is _____;
3. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); and
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document.

EXECUTED effective as of the ___ day of ___, 20__.

a _____

By _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____,
20____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND PERMITS

Concurrently with the execution and delivery of this Assignment and Assumption of Contracts (this "Assignment"), _____, a _____ ("Assignor"), is conveying to _____, a _____ ("Assignee"), whose mailing address is _____, by Special Warranty Deed (the "Deed"), that certain tract or parcel of real property situated in Tarrant County, Texas, being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon (the "Real Property").

It is the desire of Assignor to assign, transfer, and convey to Assignee any and all right, title and interest of Assignor in and to the contracts and permits described on Exhibit B attached hereto and made a part hereof for all purposes (collectively as the "Assumed Contracts and Permits"). It is the desire of Assignee to assume all of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN to Assignee the Assumed Contracts and Permits.

Assignee accepts, assumes and agrees to perform of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

EXECUTED on the dates set forth below, to be effective for all purposes as of _____, 20__.

ASSIGNOR:

_____,
a _____

By: _____

Name: _____

Title: _____

ASSIGNEE:

_____,
a _____

By: _____

Name: _____

Title: _____

**ACTION AGENDA ITEM
BOARD MEETING
MAY 26, 2020**

**TOPIC: APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF
2808 TILLAR STREET, FORT WORTH, TEXAS 76107, EXCLUDING
MINERAL INTERESTS**

BACKGROUND:

On May 12, 2020, the Board of Education (BOE), by Resolution, declared certain District-owned real property as surplus and no longer necessary for the operation of the school district. Pursuant to Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District, the District, in conjunction with the engagement of a real estate brokerage firm, sought bids on this surplus property, evaluated all bids for best value to the District and, as a result of those efforts, is now seeking the BOE to approve the attached Purchase and Sale Agreement pertaining to:

2808 Tillar Street, Fort Worth, TX – Service Center 1 Maintenance

Legal Description: Baileys Industrial Addition Block 7 Lot 1, 2B, 7 Thru 9 & 10A of the City of Fort Worth, Tarrant County, Texas.

2808 Tillar Street, Fort Worth, TX – Lot

Legal Description: Baileys Industrial Addition Block 4 Lot 2 of the City of Fort Worth, Tarrant County, Texas.

The above property, when sold, would exclude the conveyance of any mineral interests owned by the District. The sale is at, or above, the current appraised value of the property.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase and Sale Agreement for the Sale of 2808 Tillar Street, Fort Worth, Texas 76107, Excluding Mineral Interests
2. Decline to Approve Purchase and Sale Agreement for the Sale of 2808 Tillar Street, Fort Worth, Texas 76107, Excluding Mineral Interests
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase and Sale Agreement for the Sale of 2808 Tillar Street, Fort Worth, Texas 76107, Excluding Mineral Interests.

FUNDING SOURCE *Additional Details*

Not Applicable

COST:

All costs associated with the sale of 2808 Tillar Street, Fort Worth, Texas 76107 will be paid out of the closing of said property.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Superintendent of Schools
Multiple Departments within FWISD

RATIONALE:

Extensive work has been performed by Administration to determine real estate holdings no longer necessary for the operation of Fort Worth Independent School District. The property located at 2808 Tillar Street, Fort Worth, Texas 76107 has, by Resolution dated May 12, 2020, been declared surplus by the BOE. As a result, Administration is seeking the BOE to approve the attached Purchase and Sale Agreement in order to sell the property at 2808 Tillar Street, Fort Worth, Texas 76107. The sale of this property will be in compliance with Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District.

INFORMATION SOURCE:

Kent P. Scribner, Ph.D.

AGREEMENT OF PURCHASE AND SALE

BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

AS SELLER

AND

KEYSTONE INVESTMENT OPPORTUNITIES, LLC,
a Delaware limited liability company

AS PURCHASER

covering and describing

2808 Tillar Street, Fort Worth, TX 76107_

situated
in
Tarrant County, Texas

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made to be effective as of the date described in Section 10.27 hereof, by and between Fort Worth Independent School District, a political subdivision of the State of Texas ("Seller"), and Keystone Investment Opportunities, LLC, a Delaware limited liability company ("Purchaser").

W I T N E S S E T H :

ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at Closing (as such term is defined in Section 5.1 hereof) (collectively, the "Property"):

(a) the land situated in Tarrant County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), together with all appurtenant easements and any other rights and interests appurtenant to and benefiting the Land, including, without limitation, all of Seller's right, title and interest, if any, in and to (i) all development rights, air rights and water rights with respect to the Land, and (ii) all easements, rights of way or other real property interests appurtenant to the Land, and in, to or under any land, highway, alley, street or right of way abutting or adjoining the Land (collectively, the "Appurtenant Rights");

(b) All buildings, structures, improvements and fixtures located on the Land (collectively, the "Improvements") (the Land, the Appurtenant Rights and the Improvements are collectively referred to herein as the "Real Property");

(c) All of Seller's right, title and interest in and to any assignable third-party contracts and agreements relating to the upkeep, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume, to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the "Operating Agreements"), and with the Operating Agreements Purchaser assumes as set forth above being referred to herein as the "Assumed Operating Agreements";

(d) All of Seller's right, title and interest in and to any assignable permits, licenses, registrations and certificates of any federal, state or local government or other political subdivision thereof, including, without limitation, any agency or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the person or property in question (each a "Governmental Authority") relating to the upkeep, ownership, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume,

to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the "Permits"), and with the Permits Purchaser assumes as set forth above being referred to herein as the "Assumed Permits"; and

(e) All of Seller's keys, key cards, security codes, passwords, and combinations to the Property.

The Property does not include any oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property, all of which are excluded from the transaction contemplated hereby and all of which will be reserved by Seller. Seller waives and releases, on behalf of Seller and Seller's successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Seller as of the Effective Date, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

1.2 Permitted Exceptions.

The Property shall be conveyed subject to the following matters (collectively the "Permitted Exceptions"):

- (a) the matters deemed to be Permitted Exceptions pursuant to Section 2.3 hereof;
- (b) building restrictions and zoning regulations heretofore or hereafter adopted by any Governmental Authority relating to or encumbering the Property;
- (c) real property taxes for the year of Closing and subsequent years; and
- (d) the Ground Lease (as defined below).

1.3 Purchase Price.

Seller shall sell and Purchaser shall purchase the Property for a purchase price of \$4,727,021.42 (the "Purchase Price").

1.4 Payment of Purchase Price.

The Purchase Price shall be paid by Purchaser to Seller in cash or immediately available funds at Closing.

1.5 Earnest Money.

Within three (3) business days of the Effective Date, Purchaser shall deposit with Rattikin Title Company (the "Title Company"), having its office at 201 Main Street, Suite 800, Fort Worth, Texas 76102, Attention: Megan Newburn, the sum of \$49,758.12 in cash (the "Earnest Money") to be held by the Title Company as earnest money in accordance with the terms of this

Agreement. The Title Company is hereby instructed to hold the Earnest Money in an interest-bearing account. All interest accruing on the Earnest Money shall become a part thereof and shall be delivered to the party entitled to receive the Earnest Money. If Purchaser fails to deposit the Earnest Money with the Title Company as provided for herein, this Agreement shall automatically terminate and neither party shall have any further rights, duties or obligations hereunder, other than Purchaser's Repair and Indemnification Obligations (as such term is defined in Section 3.2 hereof), which shall survive the termination of this Agreement.

1.6 Ground Lease.

At Closing, Purchaser shall lease the Property back to Seller for a term commencing on the date of Closing and ending, subject to the terms of the executed lease, on a date that is one (1) year after the Closing Date (the "Ground Lease"). During the Inspection Period, Purchaser and Seller shall negotiate and agree on a form of the Ground Lease, which will include that (i) the rental payment due for the initial six (6) months of the Ground Lease is \$1.00; (ii) for the final six (6) months of the initial term of the Ground Lease, the rental amount shall be sufficient for Purchaser to yield a 7.0% rate return on the Purchase Price; (iii) Seller may extend the term of the Ground Lease two (2) times for an additional one (1) year term each by delivering notice of Seller's election to extend the term at least 120 days prior to the expiration of the then current term; (iv) the rental amount that would be payable during the first extended term of the Ground Leases would be an amount sufficient for Purchaser to yield an 11.0% return on its investment in the Property and rent for the third year of the Ground Lease and all subsequent years shall increase based on increases in the consumer price index; (v) effective on or after the initial term of the Ground Lease, Seller shall have the option to terminate the Ground Lease, without penalty, at any time on at least 180 days' notice to Purchaser; and (vi) such lease is on an "AS IS" AND "WHERE IS" basis. For clarification, Seller may terminate the Ground Lease effective at the end of the initial term by providing such notice at least 180 days prior to the expiration of the initial term. The Ground Lease shall permit Seller to use the Property for any lawful purpose, and shall be a "triple net" lease, with Seller responsible for all operating expenses, taxes, maintenance, repairs, insurance (in such amounts as Seller may elect to carry, consistent with Seller's insurance program for Seller's owned properties, as the same may exist from time to time) and other costs associated with the operation of the Property. The Ground Lease is a material portion of the consideration to Seller for the sale of the Property, and the form of Ground Lease shall be reasonably acceptable to Seller and Purchaser. A proposed form of the Ground Lease shall be delivered by Purchaser to Seller within 10 business days after the Effective Date.

1.7 Independent Contract Consideration.

Notwithstanding anything to the contrary contained in this Agreement, \$50.00 of the Earnest Money (the "Independent Contract Consideration"), which amount Seller and Purchaser hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement, shall be non-refundable, and shall be promptly delivered by the Title Company to Seller, immediately upon receipt. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, and is nonrefundable in all events. If Closing occurs, the Independent

Contract Consideration shall be credited against the Purchase Price, along with the remainder of the Earnest Money.

ARTICLE II TITLE AND SURVEY

2.1 Commitment for Title Insurance.

Seller and Purchaser hereby instruct the Title Company to deliver to Purchaser, Seller and the Surveyor (as such term is defined in Section 2.2 hereof), within 20 days after the Effective Date, a Commitment for Title Insurance (the "Title Commitment") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue to Purchaser at Closing an Owner Policy of Title Insurance, the Owner's Policy to be issued by an underwriter reasonably acceptable to Purchaser, on the standard form of policy prescribed by the Texas State Board of Insurance and in the amount of the Purchase Price with endorsements, including T-19.1 and T-19.2 endorsements, and other modifications agreed to by Purchaser and the Title Company (the "Owner's Policy"). Seller and Purchaser further instruct the Title Company to deliver to Seller, Purchaser and the Surveyor legible copies of all instruments referred to on Schedules B or C of the Title Commitment.

2.2 Survey.

Purchaser may, within 30 days after the Effective Date and, at Purchaser's expense, cause a current Texas Society of Professional Surveyors Category 1A, Condition II survey or an ALTA survey (the "Survey"), to be performed and completed on the Property by a Registered Professional Land Surveyor licensed by the State of Texas and reasonably acceptable to Seller, Purchaser and the Title Company (the "Surveyor"). The Survey shall be in a form reasonably acceptable to Seller, Purchaser and the Title Company and a copy thereof shall be delivered to Seller, Purchaser and the Title Company. Upon Seller's and Purchaser's approval of the Survey and unless otherwise agreed by Seller and Purchaser in writing, the legal description contained in the Survey shall be the legal description contained in the documents used to convey the Property from Seller to Purchaser.

2.3 Title Review Period.

Purchaser shall have 10 business days (the "Title Review Period") after the receipt of the Title Commitment and the Survey (if obtained within the time period set forth in Section 2.2 hereof) to provide Seller with written notice (the "Title Objection Letter") of Purchaser's objections to anything contained in the Title Commitment or the Survey (collectively "Title Objections"); provided, however, that none of the items described in Section 1.2 (b) or (c) hereof may be the basis for a Title Objection. Any item contained in the Title Commitment or the Survey to which Purchaser does not object pursuant to the Title Objection Letter shall be deemed a Permitted Exception. If Purchaser delivers to Seller a Title Objection Letter, Seller shall have 10 days, or such greater period of time as may be agreed upon in writing by Seller and Purchaser (the "Cure Period"), during which Seller shall have the right, but not the obligation, to cure or remove the Title Objections and deliver to Purchaser a revised Title Commitment evidencing such cure or removal. Prior to the expiration of the Cure Period, Seller shall provide Purchaser

with written notice (the “Title Response Letter”) setting forth those Title Objections which Seller has cured or removed and those Title Objections which Seller is unable or unwilling to cure or remove; provided, however, that if Seller does not deliver to Purchaser a Title Response Letter prior to the expiration of the Cure Period, Seller shall be deemed to have elected not to cure or remove any uncured Title Objections. If Seller fails to cure or remove all Title Objections to the reasonable satisfaction of Purchaser and the Title Company, Purchaser may, as its sole and exclusive remedy which may be exercised at any time within 5 business days after the expiration of the Cure Period, either terminate this Agreement by written notice to Seller, in which event the Title Company shall return the Earnest Money (less the Independent Contract Consideration) to Purchaser, or waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price. Purchaser’s failure to send written notice of the election available to it pursuant to the preceding sentence within 5 business days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price, in which case all uncured Title Objections shall automatically be deemed Permitted Exceptions.

2.4 Owner’s Policy.

At Closing, the Title Company shall furnish to Purchaser, at Seller’s expense except as set forth below, the Owner’s Policy. The Owner’s Policy may contain as exceptions the standard printed exceptions, subject to any endorsements and other modifications agreed to by Purchaser and the Title Company, and the Permitted Exceptions. Notwithstanding anything contained herein to the contrary, if Purchaser requests any endorsements (including the T-19.1 and T-19.2), modifications or additional title insurance coverage, including, without limitation, that the “survey exception” in the Owner’s Policy be modified to read “shortages in area” (collectively, the “Additional Coverage”), Purchaser shall pay all fees and additional premiums charged by the Title Company in connection therewith.

ARTICLE III INSPECTION PERIOD

3.1 Delivery of Materials.

Within 5 days after the Effective Date, Seller shall, at Seller’s election, either deliver to Purchaser or make available to Purchaser via an online document repository the following (the “Due Diligence Materials”):

- (a) copies of any as-built plans and specifications for the Property, if in Seller’s possession;
- (b) copies of any existing surveys of the Property, if in Seller’s possession;
- (c) copies of any inspection reports or other third-party reports relating to the physical condition of the Property in Seller’s possession, including, without limitation, any environmental inspection reports;

(d) copies of any inspection reports, correspondence or other documentation concerning the compliance of the Property with applicable rules, regulations, ordinances and laws of all Governmental Authorities having jurisdiction, if in Seller's possession;

(e) copies of the Operating Agreements;

(f) copies of all oil and gas or other mineral leases or conveyances encumbering or affecting the Property, if in Seller's possession; and

(g) copies of the Permits, if in Seller's possession.

SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER.

3.2 Right of Inspection.

Purchaser, and Purchaser's representatives, employees, agents and independent contractors and consultants, shall have the right, beginning on the Effective Date and ending on the day of Closing or earlier termination of this Agreement, to enter the Property to make a physical inspection and assessment of the Property; provided, however, that (a) Purchaser shall give Seller at least 1 business days prior notice before entering into the Property (which may be written or oral), (b) no intrusive testing, including, without limitation, the taking of any soil samples or the equivalent, shall occur without Seller's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), as to the nature and scope of the same and the identity of the consultant or contractors performing the same, and (c) if requested by Seller, any such inspections and assessments shall be conducted in the presence of Seller or its designated representative. Purchaser agrees to (i) promptly repair any damage done to the Property in connection with Purchaser's inspection and assessment, and (b) indemnify, defend and hold Seller harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest) resulting from Purchaser's inspection and assessment (collectively "Purchaser's Repair and Indemnification Obligations"), EXCEPT TO THE EXTENT THE SAME ARE (I) CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR AN AFFILIATE, AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER; OR (II) DUE SOLELY TO THE MERE DISCOVERY OF ANY PRE-EXISTING CONDITIONS (EXCEPT TO THE EXTENT PURCHASER'S INSPECTIONS EXACERBATE SUCH CONDITION). All inspections and assessments shall be conducted at times and in a manner that will not unreasonably interfere with use of the Property by Seller or its tenants, if any. Purchaser shall promptly provide Seller with a true, correct and complete copy of all written inspection reports, assessments or similar documentation prepared by or on behalf of Purchaser with respect to the

Property; provided, however, the same will be provided to Seller without any representation or warranty from Purchaser.

3.3 Right of Termination.

If Purchaser determines that the Property is not suitable for its purposes or for any other reason, or no reason at all, Purchaser shall have the right to terminate this Agreement by sending written notice thereof (a "Notice of Termination") to Seller prior to 11:59 p.m., Fort Worth, Texas time, on the date that is 60 days after the Effective Date (the "Inspection Period"); provided, however, in the event that the Effective Date is prior to June 1, 2020, the Inspection Period shall expire on July 31, 2020 (as may be extended pursuant to the terms of this Agreement). For the avoidance of doubt, Purchaser and Seller agree that delivery of the Notice of Termination via email to the email addresses shown in Section 10.6 hereof shall constitute notice for this section. Upon delivery by Purchaser to Seller of a Notice of Termination, this Agreement shall terminate (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser. Purchaser shall have the right to extend the Inspection Period for one additional period of 30 days by providing Seller with written notice of such extension prior to the expiration of the initial Inspection Period and simultaneously depositing with the Title Company \$12,439.53 in additional Earnest Money. If Purchaser fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, as it may be extended as provided above, Purchaser's right to terminate this Agreement pursuant to this Section 3.3 shall automatically expire and be rendered null and void.

ARTICLE IV CONDITIONS PRECEDENT

4.1 Conditions Precedent to Seller's Obligations.

It shall be an express condition precedent to Seller's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Seller, with any waiver to be effective only if the same is executed by an authorized officer of Seller, expressly waives a particular condition and expressly refers to this Section 4.1:

- (a) All representations and warranties made by Purchaser pursuant to this Agreement shall be true and correct in all material respects;
- (b) Purchaser shall have delivered to Seller or deposited with Title Company for the benefit of Seller, all of the documents and other items set forth in Section 5.3 hereof;
- (c) Seller and Purchaser have entered into the Ground Lease; and
- (d) All covenants and other obligations of Purchaser set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Seller in the manner specified above as of the date of Closing, Seller shall have the right, but not the

obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.1 is intended to be or shall be construed as a limitation of any remedies available to Seller pursuant to Section 7.1 hereof if Purchaser defaults under this Agreement.

4.2 Conditions Precedent to Purchaser's Obligations.

It shall be an express condition precedent to Purchaser's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Purchaser, with any waiver to be effective only if the same is executed by an authorized officer of Purchaser, expressly waives a particular condition and expressly refers to this Section 4.2:

- (a) All representations and warranties made by Seller pursuant to this Agreement shall be true and correct in all material respects;
- (b) Seller shall have delivered to Purchaser or deposited with Title Company for the benefit of Purchaser, all of the documents and other items set forth in Section 5.2 hereof;
- (c) Seller and Purchaser have entered into the Ground Lease;
- (d) The Title Company shall have issued to Purchaser (or the respective grantee under the Deed) the Owner's Policy, including T-19.1 and T-19.2 endorsements (or a marked-up and signed commitment to issue the Owner's Policy or a signed pro forma Owner's Policy, and in either such instance with the Title Company irrevocably committed to issuing the Owner's Policy upon effectuation of Closing);
- (e) Seller shall have cured all title and survey matters it agreed to cure in Seller's Title Response Letter; and
- (f) All covenants and other obligations of Seller set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Purchaser in the manner specified above as of the date of Closing, Purchaser shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.2 is intended to be or shall be construed as a limitation of any remedies available to Purchaser pursuant to Section 7.2 hereof if Seller defaults under this Agreement.

ARTICLE V
CLOSING

5.1 Time and Place.

The closing of the transaction contemplated hereby (“Closing”) shall take place by escrow of documents and funds with the Title Company at 2:00 p.m., Fort Worth, Texas time, on the 30th day after the expiration of the Inspection Period (or the nearest business day thereafter if such day is a Saturday, Sunday or legal holiday in Tarrant County, Texas) or on such other date and at such time as may be agreed upon in writing by Seller and Purchaser.

5.2 Seller’s Obligations at Closing.

At Closing, Seller shall:

- (a) deliver to Purchaser a duly executed Special Warranty Deed (the “Deed”) in the form of Exhibit B attached hereto and made a part hereof for all purposes executed and acknowledged by Seller and in recordable form, conveying the Property to Purchaser free and clear of all encumbrances except the Permitted Exceptions;
- (b) join with Purchaser in the execution of the Ground Lease and any memorandum of the same contemplated thereby;
- (c) join with Purchaser in the execution and acknowledgement of any disclosure notices and reports required by applicable state and local law in connection with the conveyance of real property;
- (d) if required by applicable law, deliver to Purchaser a FIRPTA Affidavit (the “FIRPTA Affidavit”) in the form of Exhibit C attached hereto and made a part hereof for all purposes, duly executed by Seller, stating that Seller is not a “foreign person” as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;
- (e) join with Purchaser in the execution of an Assignment and Assumption of Contracts and Permits (the “Assignment”) substantially in the form of Exhibit D assigning the Assumed Operating Agreements and the Assumed Permits to Purchaser, with the assumption by Purchaser of the liabilities and obligations thereunder accruing from and after the date of Closing;
- (f) deliver to Purchaser Seller’s signature page to the Settlement Statement prepared by the Title Company;
- (g) subject to the Ground Lease, deliver to Purchaser possession to the Property and all keys and key codes, as applicable, for all security systems, rooms, offices, safes, deposit boxes, or other locked or lockable areas, facilities or items;
- (h) deliver to the Title Company an “Owner’s Affidavit” in a form reasonably acceptable to the Title Company and Seller; and

(i) deliver to the Title Company evidence, as the Title Company may reasonably require, as to the authority of the person or persons executing documents on behalf of Seller.

5.3 Purchaser's Obligations at Closing.

At Closing, Purchaser shall:

(a) Pay to the Title Company for distribution to the Seller upon Closing the Purchase Price, subject to prorations and adjustments set forth herein, in cash or readily available funds, it being agreed that the Earnest Money shall be delivered to Seller at Closing and applied towards payment of the Purchase Price;

(b) join with Seller in the execution of the Ground Lease and any memorandum of the same contemplated thereby;

(c) join with Seller in execution of the instruments described in Section 5.2(c) hereof, to the extent Purchaser is required to be a party thereto;

(d) join with Seller in the execution of the Assignment;

(e) deliver to Seller Purchaser's signature page to the Settlement Statement prepared by the Title Company; and

(f) deliver to the Title Company evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

5.4 Prorations.

Subject to the terms of the Ground Lease, real property taxes and assessments for the remainder of the year after Closing and subsequent years shall be assumed by Purchaser. Seller and Purchaser acknowledge that Seller is an entity exempt from real property taxes and assessments and during Seller's ownership of the Property, no real property taxes or assessments have been due and payable. Gas, electricity and other utility charges for accounts that will remain in effect after Closing shall be apportioned with respect to the Property as of the date of Closing. The prorations provisions in this Agreement shall not affect Seller's obligations under the Ground Lease. Seller shall receive the income from and, except as set forth above, shall be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within 30 days after receiving written demand therefor. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested within 120 days

after the date all necessary information is available to make a complete and accurate determination of such apportionments. The provisions of this Section 5.4 shall survive Closing.

5.5 Closing Costs.

Seller shall pay (a) the fees of any counsel representing it in connection with the transaction contemplated hereby, (b) the basic premium for the Owner's Policy (excluding the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, which fees and additional premiums shall be paid by Purchaser), (c) the fees for recording the Deed, (d) Seller's Broker's Commission (as such term is defined in Section 9.1 hereof), (e) 1/2 of any escrow fee which may be charged by the Title Company in connection with the transaction contemplated hereby; and (f) any other closing costs customarily paid for by the seller of real estate in Tarrant County, Texas.

Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, (c) the cost of the Survey, (d) 1/2 of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby; and (e) any other closing costs customarily paid for by the purchaser of real estate in Tarrant County, Texas.

All other items of income and expense as are customarily adjusted or prorated upon the sale and purchase of real property shall be made on an accrual basis in accordance with generally accepted accounting principles, and based on the actual number of days in the period.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of Seller.

Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Seller has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity (other than any liens or other encumbrances that will be released at or prior to Closing), (iii) conflict with or violate the organizational documents of Seller, or (iv) result in the creation or imposition of any lien on the Property;

(d) To Seller's Knowledge (as defined below), there is no pending condemnation of the Property as of the Effective Date;

(e) To Seller's Knowledge, there is no pending litigation affecting the Property as of the Effective Date which will bind the Property or Purchaser after Closing; and

(f) There are no leases or other occupancy agreements encumbering the Property which will bind the Property or Purchaser after Closing.

As used in this Agreement, "Seller's Knowledge" means the current, actual knowledge of those employees of Seller whose job descriptions include the management and operation of the Property.

6.2 Representations and Warranties of Purchaser.

Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Purchaser is a limited liability company, duly organized and in good standing under the laws of the State of Delaware. Purchaser is, or will be before Closing, in good standing and authorized to do business in the State of Texas. Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated

hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser;

(d) Purchaser is not a consumer as defined by the Texas Deceptive Trade Practices - Consumer Protection Act and has experience in financial and business matters that enable it to evaluate the risks and merits of the transaction contemplated hereby;

(e) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(f) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller; and

(g) Purchaser is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Executive Order") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (the "OFAC") and in any enabling legislation or other executive orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the "Executive Orders"). Neither Purchaser nor any beneficial owner of Purchaser is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "Lists"), (ii) person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.

6.3 Covenants of Seller.

Seller hereby covenants to Purchaser, which covenants shall survive Closing, as follows:

(a) From the Effective Date through the Closing or earlier termination of this Agreement, Seller shall operate the Property in manner consistent with recent past custom and practices for the operation, maintenance and repair of the Property (the "Ordinary Course of Business"), including, without limitation, (i) maintaining all existing insurance coverages for the Property, (ii) performing maintenance and repairs in the Ordinary Course of Business, (iii) maintaining all licenses and permits required for the

Seller's continued ownership, use and operation of the Property; and (iv) not removing or permitting to be removed any fixtures on the Land which constitute real property except as necessary for repairs or replacements of worn out or obsolete items in the Ordinary Course of Business with items of similar quality and utility. Seller shall promptly advise Purchaser of any litigation, arbitration or administrative hearing or similar matter concerning or affecting the Property of which Seller obtains actual knowledge.

(b) Until the Closing or earlier termination of this Agreement, Seller shall not, without the prior written consent of Purchaser (such consent to be in Purchaser's sole discretion) (i) amend, modify, extend, renew or terminate any of the Assumed Operating Agreements, or (ii) enter into any new equipment lease, service contract, lease, franchise agreement, trademark agreement, license agreement, management agreement or other contract or agreement in respect of the Property, except for new equipment leases, repair, maintenance or service contracts entered into in the Ordinary Course of Business and that are terminated by Seller prior to Closing. Further, Seller shall use commercially reasonable efforts, at no cost to Seller, to obtain all necessary consents, approvals, and authorizations required for the assignment of the Assumed Operating Agreements by Seller to Purchaser. Before Closing, but subject to the terms of the Ground Lease, Seller shall cancel or terminate all Operating Agreements other than the Assumed Operating Agreements.

(c) Seller shall not take any of the following actions without the prior written consent of Purchaser, which consent shall be in Purchaser's sole discretion: (i) make or permit to be made any material alterations to any part of the Property, except as required due to an emergency relating to the health or safety or by applicable law; or (ii) grant any new liens or encumbrances upon the Property that will not be discharged upon the Closing;

(d) To the extent received by Seller during the pendency of this Agreement, Seller will promptly deliver to Purchaser copies of written default notices, notices of lawsuits and notices of violations affecting the Property.

(e) During the pendency of this Agreement, Seller (i) will not directly or indirectly (through a broker or otherwise), further market, negotiate or otherwise attempt to sell or transfer the Property, or any portion thereof, to any other party other than Purchaser and (ii) will not accept nor agree to any letter of intent, purchase agreement or other back-up or contingent contracts relating to the sale of all or any portion of the Property other than with Purchaser.

6.4 Covenants of Purchaser.

Purchaser hereby covenants to Seller, which covenants shall survive Closing, as follows:

(a) Purchaser shall, in connection with its inspection and assessment of the Property during the Inspection Period, inspect the Property for the presence of Hazardous Substances (as such term is defined below) and shall, once received, promptly provide Seller with a true, correct, complete and legible copy of all written inspection reports and

other documentation prepared by or on behalf of Purchaser in connection with such inspection. PURCHASER HEREBY ASSUMES FULL RESPONSIBILITY FOR SUCH INSPECTIONS AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST SELLER ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY. As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "pollutant" "contaminant" or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) ("EPCRA"), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials, and (iv) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," "industrial solid waste," "solid waste," "radioactive waste" or "special waste from health care facility" in the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann ch. 361), the Texas Clean Air Act (Tex. Health & Safety Code ch 282), the Texas Pesticide Control Act (Tex. Agric. Code Ann. § 76.001 et seq.) and those substances included within the definitions of "hazardous substances," "regulated substances" or "petroleum products" in Subchapter I of the Texas Water Code (Tex. Water Code Ann ch 26, subch. I) and in the regulations promulgated pursuant to any of such laws, all as the same may be amended from time to time (collectively "Environmental Laws"). IT IS THE INTENTION OF SELLER AND PURCHASER THAT THE WAIVER CONTAINED IN THIS SECTION 6.4(A) APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF SELLER'S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER'S AGENTS, EMPLOYEES AND CONTRACTORS; anything in this Agreement notwithstanding, no provision in this Agreement shall limit Seller's obligations to Purchaser or an affiliate of Purchaser

contained in the Ground Lease. The provisions of this Section 7.1(a) shall survive Closing.

(b) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA;

(c) Neither Purchaser nor any officer or director of Purchaser is either a “party in interest” (as defined in Section 3(14) of ERISA) or a “disqualified person” (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller;

(d) Purchaser shall make its policies, procedures and practices regarding compliance with the Executive Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice; and

(e) If Purchaser or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty or liability to Purchaser upon written notice to Purchaser, in which event, the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

ARTICLE VII DEFAULT

7.1 Default by Purchaser.

If Purchaser fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Seller’s default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Seller shall be entitled, **AS ITS SOLE AND EXCLUSIVE REMEDY**, to terminate this Agreement (except for Purchaser’s Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive the Earnest Money, as liquidated damages for the breach of this Agreement.

SELLER AND PURCHASER AGREE THAT IF THIS AGREEMENT IS TERMINATED PURSUANT TO THIS SECTION 7.1, THE DAMAGES THAT SELLER WOULD SUSTAIN AS A RESULT OF SUCH TERMINATION WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO ASCERTAIN. SELLER AND PURCHASER FURTHER AGREE THAT THE EARNEST MONEY IS A FAIR AND REASONABLE APPROXIMATION OF WHAT SELLER’S ACTUAL DAMAGES WOULD BE UNDER SUCH CIRCUMSTANCES. ACCORDINGLY, SELLER AND PURCHASER AGREE THAT SELLER SHALL RETAIN THE EARNEST MONEY AS FULL AND COMPLETE LIQUIDATED DAMAGES AND AS SELLER’S SOLE AND EXCLUSIVE REMEDY FOR SUCH TERMINATION.

7.2 Default by Seller.

If Seller fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Purchaser's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Purchaser shall be entitled, AS ITS SOLE AND EXCLUSIVE REMEDY, to either (a) enforce specific performance of this Agreement, or (b) terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement), receive a refund of the Earnest Money (less the Independent Contract Consideration) and receive from Seller an amount equal to Purchaser's third party out of pocket due diligence and legal costs actually incurred by Purchaser in connection with the transaction contemplated hereby, such amount not to exceed \$24,879.06 (the "Due Diligence Reimbursement"). If Purchaser terminates this Agreement pursuant to the preceding sentence, Seller shall be released from any and all duties, obligations and liability hereunder, other than the Due Diligence Reimbursement. UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, IT BEING UNDERSTOOD BY PURCHASER THAT THE ABOVE DESCRIBED REMEDY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY. Purchaser shall be deemed to have elected to terminate this Agreement and receive a refund of the Earnest Money (less the Independent Contract Consideration) if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Tarrant County, Texas, on or before 30 days after the date on which Closing was to have occurred.

ARTICLE VIII CASUALTY AND CONDEMNATION

8.1 Casualty.

If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller, is equal to or in excess of 15% of the Purchase Price, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Casualty Termination Notice") within 15 days after the later to occur of (a) the date Purchaser receives notice of the damage or destruction; and (b) Purchaser's receipt from a qualified third-party reasonably acceptable to Purchaser and hired by Seller, at its sole cost and expense, evidencing the estimated cost to repair the damage to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or elect to consummate the transaction contemplated hereby, in which event Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If Purchaser fails to send Seller a Casualty Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.1 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, and (i) Seller's right

to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller is less than 15% of the Purchase Price, Purchaser shall have no right to terminate this Agreement as a result thereof, and Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing after which the estimated cost to repair any uninsured damage or destruction to the Property, as determined by a qualified third-party reasonably acceptable to Purchaser and hired by Seller, is equal to or in excess of \$50,000.00 and Seller does not agree in writing to give Purchaser a credit against the Purchase Price at Closing in the amount of such uninsured damage or destruction, Purchaser shall have the right to terminate this Agreement by providing written notice to Seller within 15 days after the date Purchaser receives written notice from Seller of the amount of uninsured damage or destruction to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

8.2 Condemnation.

If any condemnation or written threat of condemnation of all or any material part of the Property (as reasonably determined by Purchaser) occurs subsequent to the Effective Date and prior to the date of Closing, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Condemnation Termination Notice") within 15 days after the date Purchaser receives notice of the condemnation or written threat of condemnation in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation. If Purchaser fails to send Seller a Condemnation Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.2 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE IX
COMMISSIONS

9.1 Commissions.

Seller agrees to pay to Jones Lange LaSalle Brokerage Inc., a Texas corporation ("Seller's Broker"), a commission if the transaction contemplated hereby is consummated and funded, but not otherwise. Such commission shall be in the amount set forth in a separate written agreement between Seller and Seller's Broker. Purchaser agrees that if any claim is made for brokerage commissions or finder's fees by any broker, finder or agent (other than Seller's Broker) by, through or on account of any acts of Purchaser or its agents, employees or representatives, Purchaser will hold Seller free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys' fees, accountants' fees, court costs and interest) in connection therewith. Seller agrees that if any claim is made for brokerage commissions or finder's fees by any broker, finder or agent by, through or on account of any acts of Seller or its agents, employees or representatives, Seller will hold Purchaser free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys' fees, accountants' fees, court costs and interest) in connection therewith. The provisions of this Section 9.1 shall survive Closing.

ARTICLE X
MISCELLANEOUS

10.1 Disclaimers.

PURCHASER AGREES THAT IT WILL INSPECT AND ASSESS THE PROPERTY PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN ELECTING WHETHER OR NOT TO PURCHASE THE PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS," AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO TITLE TO THE PROPERTY, ANY IMPROVEMENTS

THEREON, OR ANY INTEREST THEREIN. TO THE EXTENT THAT WARRANTIES OF TITLE ARE TO BE MADE, SUCH WARRANTIES SHALL BE SET FORTH SOLELY AND EXPRESSLY IN THE DEED. NOTWITHSTANDING THAT A FORM OF DEED MAY BE ATTACHED TO THIS AGREEMENT AND/OR REFERENCED HEREIN, NO WARRANTY OF TITLE CONTAINED IN SUCH DEED IS INTENDED TO BE INCORPORATED INTO OR MADE A PART OF THIS AGREEMENT.

PURCHASER FURTHER HEREBY IRREVOCABLY WAIVES ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY, DAMAGES, PENALTIES, OR ANY OTHER CLAIM UNDER COMMON LAW OR ENVIRONMENTAL LAW (INCLUDING, WITHOUT LIMITATION, CERCLA, THE TEXAS SOLID WASTE DISPOSAL ACT (TEX. HEALTH AND SAFETY CODE ANN. CH. 361), OR THE TEX. WATER CODE ANN. CH 26), ARISING OUT OF THE HANDLING, STORAGE, DISPOSAL OR RELEASE OF HAZARDOUS SUBSTANCES (AS THAT TERM IS DEFINED HEREIN) ON, AT OR UNDER THE PROPERTY, REGARDLESS WHEN THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM MAY HAVE OCCURRED, EXISTED OR ORIGINATED.

SELLER AND PURCHASER EACH STIPULATE AND AGREE THAT (A) PURCHASER IS A SOPHISTICATED PURCHASER OF REAL PROPERTY, (B) THE TERMS OF THIS SECTION 10.1 ARE A MATERIAL PART OF THIS AGREEMENT AND HAVE BEEN SPECIFICALLY READ AND UNDERSTOOD BY PURCHASER, (C) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION 10.1 HAS BEEN FREELY NEGOTIATED, AND (D) PURCHASER HAS BEEN REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 10.1 SHALL NOT AFFECT SELLER'S OBLIGATIONS UNDER THE GROUND LEASE AND SHALL NOT BE A WAIVER OF ANY RIGHTS UNDER THE GROUND LEASE.

THE PROVISIONS OF THIS SECTION 10.1 SHALL SURVIVE CLOSING.

10.2 Assignment.

Purchaser may not assign its rights under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion; provided, however, Purchaser may assign this Agreement to an affiliate or subsidiary of Purchaser. Any assignment or attempted assignment in violation of the provisions of this Section 10.3 shall be null and void and shall constitute a default by Purchaser. No assignment shall relieve the initial Purchaser from any of its obligations under this Agreement.

10.3 Title Policy or Abstract.

The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy. Notice to that effect is hereby given to Purchaser.

10.4 Expiration of Time Periods.

If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in Tarrant County, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

10.5 Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, certified mail, return receipt requested, or (d) email, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of email, as shown as sent in the email box of the sender to the correct email address shown below. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

(i) If to Seller:

Fort Worth Independent School District
100 N University Dr, Ste. SW207
Fort Worth, TX 76107
Attn. CFO
Email: michael.ball@fwisd.org

with a copy thereof to:

Kent Newsome
Greenberg Traurig
1000 Louisiana, Suite 1700
Houston, Texas 77002
Email: newsomek@gtlaw.com

(ii) If to Purchaser:

c/o Keystone Group, L.P.
201 Main St. Suite 3100
Fort Worth, TX 76102
Attention: Jay Hebert
Email: jhebert@keystoneftw.com

with a copy thereof to:

Akin Gump Strauss Hauer & Feld LLP
201 Main Street, Suite 1600
Fort Worth, Texas 76102
Attention: Marc N. Epstein
Email: mepstein@akingump.com

10.6 Modification.

This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

10.7 Confidentiality.

Purchaser recognizes, understands and agrees that pursuant to this Agreement it will become aware of certain information regarding Seller and the ownership and operation of the Property, including, without limitation, the Due Diligence Materials. Purchaser agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose any such information to any third party or parties, except to agents, attorneys, representatives, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential investors, potential lenders of all or a portion of the Purchase Price and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose to any third party or parties the existence of this Agreement or the identity of Purchaser prior to Closing, except as expressly allowed pursuant to the terms and provisions of this Agreement and as requested or required by regulatory and/or rating agencies. Purchaser acknowledges that Seller is subject to the Texas Public Information Act (the “TPIA”). As such, upon receipt of a request under the TPIA, Seller may be required to release documents to the requestor. Purchaser agrees to fully cooperate with Seller in responding to public information requests involving this Agreement or the transaction contemplated hereby. Purchaser acknowledges that it has the responsibility to brief the Attorney General’s Office on why any documents identified as confidential or proprietary fall within an exception to public disclosure. The provisions of this Section 10.7 shall survive Closing for a period of one (1) year.

10.8 Reporting Requirements.

The Title Company hereby agrees to serve as the “real estate reporting person” as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated hereby appear in Section 10.6 hereof and Seller, Purchaser and the Title Company agree to retain a copy of this Agreement for a period of 4 years following the end of the calendar year in which Closing occurs. The provisions of this Section 10.09 shall survive Closing.

10.9 Municipal Utility or Other District Notices.

Purchaser agrees that if the Property or any portion thereof is located in a municipal utility or other similar district, Purchaser will, within 5 days after request by Seller, execute any and all reasonable and proper notices which, in the opinion of counsel for Seller and for Purchaser, are required by law to be given to Purchaser with respect to the Property.

10.10 Time is of the Essence.

Seller and Purchaser agree that time is of the essence with regard to this Agreement and the performance of the terms and provisions hereof.

10.11 Successors and Assigns.

The terms and provisions hereof are to apply to and bind the permitted successors and assigns of the parties hereto.

10.12 Exhibits and Schedules.

The following schedules or exhibits are attached hereto (the "Exhibits") and shall be deemed to be an integral part hereof:

- (a) Exhibit A-legal description of the Property;
- (b) Exhibit B-form of Deed;
- (c) Exhibit C-form of FIRPTA Affidavit; and
- (d) Exhibit D-form of Assignment.

10.13 Entire Agreement.

This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

10.14 Further Assurances.

Seller and Purchaser agree that they will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section 10.15 shall survive Closing.

10.15 Alternative Dispute Resolution.

Claims and disputes associated with this Agreement will not be resolved by arbitration or any other alternative dispute resolution process unless ordered by a court with jurisdiction over the claim or dispute, or otherwise agreed to in writing by both parties.

10.16 Counterparts.

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Agreement. Signatures delivered in pdf format via email shall be considered original signatures for all purposes.

10.17 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.18 Section Headings.

Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

10.19 Binding Effect.

This Agreement shall not be binding upon either Seller or Purchaser unless and until both Seller and Purchaser have executed this Agreement.

10.20 Choice of Law and Venue.

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Tarrant County, Texas.

10.21 Joint Drafting.

Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

10.22 Board Approval.

This Agreement is expressly subject to the approval of the Board of Trustees of Seller (the "Board"). Purchaser recognizes, stipulates and agrees that Seller will not execute this Agreement prior to Board approval, as set forth in Section 10.27 hereof.

10.23 No Third-Party Beneficiary.

The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.24 No Waiver.

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by Seller of any immunities from suit or from liability Seller may have by operation of local, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

10.25 Non-Discrimination.

Purchaser certifies that it is an equal opportunity employer, and that it conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

10.26 Approval by Seller.

Purchaser recognizes, understands and agrees that this Agreement shall not be binding upon Seller unless and until the same has been approved by the Board and executed by an authorized officer of Seller. Purchaser recognizes, understands and agrees that the Board may, for whatever reason and in its sole and absolute discretion, not approve this Agreement, in which case this Agreement shall not be binding on either party. Purchaser further recognizes, understands and agrees that it cannot and will not rely on any representation, assertion or action other than the execution of this Agreement by an authorized officer of Seller as indicating or evidencing the Board's approval of or Seller's intent or desire to be bound by the terms and provisions of this Agreement.

10.27 Effective Date of Agreement.

Purchaser's offer to purchase the Property as evidenced by Purchaser's execution of this Agreement and delivery thereof to Seller shall be automatically deemed withdrawn and of no further force or effect unless accepted by Seller, which acceptance may be effectuated solely by Seller's execution of this Agreement and delivery thereof to the Title Company, on or before 5:00 p.m., Fort Worth, Texas time, on the 7th day after the submission by Purchaser to Seller of a complete copy of this Agreement duly executed by Purchaser. The date of the Title Company's

receipt, as evidenced by the Title Company's confirmation in the indicated place below, of a fully executed copy of this Agreement, executed by both Seller and Purchaser, shall be deemed the effective date of this Agreement (the "Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

SELLER:

Executed by Seller this
___ day of _____, 2020.

Fort Worth Independent School District,
a political subdivision of the State of Texas

By _____
Name: _____
Title: _____

PURCHASER:

Executed by Purchaser this
21st day of May, 2020.

Keystone Investment Opportunities, LLC,
a Delaware limited liability
company

By JH Hebert
Name: Jay H Hebert
Title: Vice President

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed copy of this Agreement, executed by both Seller and Purchaser, on _____, 2020, which date shall be deemed the "Effective Date" of this Agreement..

TITLE COMPANY:

RATTIKIN TITLE COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

BAILEYS INDUSTRIAL ADDITION BLOCK 4 LOT 2

BAILEYS INDUSTRIAL ADDITION BLOCK 7 LOT 1, 2B, 7 THRU 9 & 10A

OF THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

 THAT Fort Worth Independent School District, a political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by _____, a ("Grantee"), whose mailing address is _____, the receipt and sufficiency of which consideration are hereby acknowledged, and on and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee (i) that certain tract or parcel of real property situated in Tarrant County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto, but excluding any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under such tract or parcel of real property (the "Property").

 Grantor excepts herefrom and reserves unto itself, its successors, and assigns all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property. Grantor waives and releases, on behalf of Grantor and Grantor's successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Grantor as of May _____, 2020, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

 This conveyance is made subject and subordinate to those encumbrances and exceptions (collectively the "Permitted Exceptions") set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property are excluded from the conveyance effectuated hereby, and are hereby reserved by Grantor on behalf of Grantor and its successors and assigns.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED (THIS "DEED"), ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" AND, EXCEPT AS SET FORTH IN THAT CERTAIN AGREEMENT OF PURCHASE AND SALE BETWEEN GRANTEE AND GRANTOR DATED _____, 2020, WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

Real property taxes and assessments for the remainder of the year after the date hereof and subsequent years shall be assumed by Grantee. Grantor and Grantee acknowledge that Grantor is an entity exempt from real property taxes and assessments and during Grantor's ownership of the Property, no real property taxes or assessments have been due and payable.

IN WITNESS WHEREOF, this Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of _____, 2020.

_____,
a _____

By _____
Name: _____
Title: _____

THE STATE OF _____ §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2020,
by _____, of _____, a _____, on behalf of
said _____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT C

FIRPTA AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

KNOW ALL PERSONS BY THESE PRESENTS:

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), whose mailing address is _____, that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ ("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is _____;
3. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); and
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document.

EXECUTED effective as of the ___ day of ___, 20__.

_____,
a _____

By _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____,
20__.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND PERMITS

Concurrently with the execution and delivery of this Assignment and Assumption of Contracts (this "Assignment"), _____, a _____ ("Assignor"), is conveying to _____, a _____ ("Assignee"), whose mailing address is _____, by Special Warranty Deed (the "Deed"), that certain tract or parcel of real property situated in Tarrant County, Texas, being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon (the "Real Property").

It is the desire of Assignor to assign, transfer, and convey to Assignee any and all right, title and interest of Assignor in and to the contracts and permits described on Exhibit B attached hereto and made a part hereof for all purposes (collectively as the "Assumed Contracts and Permits"). It is the desire of Assignee to assume all of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN to Assignee the Assumed Contracts and Permits.

Assignee accepts, assumes and agrees to perform of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

EXECUTED on the dates set forth below, to be effective for all purposes as of _____, 20__.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

**ACTION AGENDA ITEM
BOARD MEETING
MAY 26, 2020**

**TOPIC: APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF
2821 CULLEN STREET, FORT WORTH, TEXAS 76107, EXCLUDING
MINERAL INTERESTS**

BACKGROUND:

On May 12, 2020, the Board of Education (BOE), by Resolution, declared certain District-owned real property as surplus and no longer necessary for the operation of the school district. Pursuant to Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District, the District, in conjunction with the engagement of a real estate brokerage firm, sought bids on this surplus property, evaluated all bids for best value to the District and, as a result of those efforts, is now seeking the BOE to approve the attached Purchase and Sale Agreement pertaining to:

2821 Cullen Street, Fort Worth, TX – CIP & Tech Building

Legal Description: Baileys Industrial Addition Block 7 Lot 3B, 4 & 10B of the City of Fort Worth, Tarrant County, Texas.

The above property, when sold, would exclude the conveyance of any mineral interests owned by the District. The sale is at, or above, the current appraised value of the property.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase and Sale Agreement for the Sale of 2821 Cullen Street, Fort Worth, Texas 76107, Excluding Mineral Interests
2. Decline to Approve Purchase and Sale Agreement for the Sale of 2821 Cullen Street, Fort Worth, Texas 76107, Excluding Mineral Interests
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase and Sale Agreement for the Sale of 2821 Cullen Street, Fort Worth, Texas 76107, Excluding Mineral Interests.

FUNDING SOURCE *Additional Details*

Not Applicable

COST:

All costs associated with the sale of 2821 Cullen Street, Fort Worth, Texas 76107 will be paid out of the closing of said property.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Superintendent of Schools
Multiple Departments within FWISD

RATIONALE:

Extensive work has been performed by Administration to determine real estate holdings no longer necessary for the operation of Fort Worth Independent School District. The property located at 2821 Cullen Street, Fort Worth, Texas 76107 has, by Resolution dated May 12, 2020, been declared surplus by the BOE. As a result, Administration is seeking the BOE to approve the attached Purchase and Sale Agreement in order to sell the property at 2821 Cullen Street, Fort Worth, Texas 76107. The sale of this property will be in compliance with Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District.

INFORMATION SOURCE:

Kent P. Scribner, Ph.D.

AGREEMENT OF PURCHASE AND SALE

BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

AS SELLER

AND

KEYSTONE INVESTMENT OPPORTUNITIES, LLC,
a Delaware limited liability company

AS PURCHASER

covering and describing

2821 Cullen Street, Fort Worth, TX 76107

situated
in
Tarrant County, Texas

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made to be effective as of the date described in Section 10.27 hereof, by and between Fort Worth Independent School District, a political subdivision of the State of Texas ("Seller"), and Keystone Investment Opportunities, LLC, a Delaware limited liability company ("Purchaser").

W I T N E S S E T H:

ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at Closing (as such term is defined in Section 5.1 hereof) (collectively, the "Property"):

(a) the land situated in Tarrant County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), together with all appurtenant easements and any other rights and interests appurtenant to and benefiting the Land, including, without limitation, all of Seller's right, title and interest, if any, in and to (i) all development rights, air rights and water rights with respect to the Land, and (ii) all easements, rights of way or other real property interests appurtenant to the Land, and in, to or under any land, highway, alley, street or right of way abutting or adjoining the Land (collectively, the "Appurtenant Rights");

(b) All buildings, structures, improvements and fixtures located on the Land (collectively, the "Improvements") (the Land, the Appurtenant Rights and the Improvements are collectively referred to herein as the "Real Property");

(c) All of Seller's right, title and interest in and to any assignable third-party contracts and agreements relating to the upkeep, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume, to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the "Operating Agreements"), and with the Operating Agreements Purchaser assumes as set forth above being referred to herein as the "Assumed Operating Agreements";

(d) All of Seller's right, title and interest in and to any assignable permits, licenses, registrations and certificates of any federal, state or local government or other political subdivision thereof, including, without limitation, any agency or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the person or property in question (each a "Governmental Authority") relating to the upkeep, ownership, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume,

to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the "Permits"), and with the Permits Purchaser assumes as set forth above being referred to herein as the "Assumed Permits"; and

(e) All of Seller's keys, key cards, security codes, passwords, and combinations to the Property.

The Property does not include any oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property, all of which are excluded from the transaction contemplated hereby and all of which will be reserved by Seller. Seller waives and releases, on behalf of Seller and Seller's successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Seller as of the Effective Date, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

1.2 Permitted Exceptions.

The Property shall be conveyed subject to the following matters (collectively the "Permitted Exceptions"):

- (a) the matters deemed to be Permitted Exceptions pursuant to Section 2.3 hereof;
- (b) building restrictions and zoning regulations heretofore or hereafter adopted by any Governmental Authority relating to or encumbering the Property;
- (c) real property taxes for the year of Closing and subsequent years; and
- (d) the Ground Lease (as defined below).

1.3 Purchase Price.

Seller shall sell and Purchaser shall purchase the Property for a purchase price of \$1,129,232.90 (the "Purchase Price").

1.4 Payment of Purchase Price.

The Purchase Price shall be paid by Purchaser to Seller in cash or immediately available funds at Closing.

1.5 Earnest Money.

Within three (3) business days of the Effective Date, Purchaser shall deposit with Rattikin Title Company (the "Title Company"), having its office at 201 Main Street, Suite 800, Fort Worth, Texas 76102, Attention: Megan Newburn, the sum of \$11,886.66 in cash (the "Earnest Money") to be held by the Title Company as earnest money in accordance with the terms of this

Agreement. The Title Company is hereby instructed to hold the Earnest Money in an interest-bearing account. All interest accruing on the Earnest Money shall become a part thereof and shall be delivered to the party entitled to receive the Earnest Money. If Purchaser fails to deposit the Earnest Money with the Title Company as provided for herein, this Agreement shall automatically terminate and neither party shall have any further rights, duties or obligations hereunder, other than Purchaser's Repair and Indemnification Obligations (as such term is defined in Section 3.2 hereof), which shall survive the termination of this Agreement.

1.6 Ground Lease.

At Closing, Purchaser shall lease the Property back to Seller for a term commencing on the date of Closing and ending, subject to the terms of the executed lease, on a date that is one (1) year after the Closing Date (the "Ground Lease"). During the Inspection Period, Purchaser and Seller shall negotiate and agree on a form of the Ground Lease, which will include that (i) the rental payment due for the initial six (6) months of the Ground Lease is \$1.00; (ii) for the final six (6) months of the initial term of the Ground Lease, the rental amount shall be sufficient for Purchaser to yield a 7.0% rate return on the Purchase Price; (iii) Seller may extend the term of the Ground Lease two (2) times for an additional one (1) year term each by delivering notice of Seller's election to extend the term at least 120 days prior to the expiration of the then current term; (iv) the rental amount that would be payable during the first extended term of the Ground Leases would be an amount sufficient for Purchaser to yield an 11.0% return on its investment in the Property and rent for the third year of the Ground Lease and all subsequent years shall increase based on increases in the consumer price index; (v) effective on or after the initial term of the Ground Lease, Seller shall have the option to terminate the Ground Lease, without penalty, at any time on at least 180 days' notice to Purchaser; and (vi) such lease is on an "AS IS" AND "WHERE IS" basis. For clarification, Seller may terminate the Ground Lease effective at the end of the initial term by providing such notice at least 180 days prior to the expiration of the initial term. The Ground Lease shall permit Seller to use the Property for any lawful purpose, and shall be a "triple net" lease, with Seller responsible for all operating expenses, taxes, maintenance, repairs, insurance (in such amounts as Seller may elect to carry, consistent with Seller's insurance program for Seller's owned properties, as the same may exist from time to time) and other costs associated with the operation of the Property. The Ground Lease is a material portion of the consideration to Seller for the sale of the Property, and the form of Ground Lease shall be reasonably acceptable to Seller and Purchaser. A proposed form of the Ground Lease shall be delivered by Purchaser to Seller within 10 business days after the Effective Date.

1.7 Independent Contract Consideration.

Notwithstanding anything to the contrary contained in this Agreement, \$50.00 of the Earnest Money (the "Independent Contract Consideration"), which amount Seller and Purchaser hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement, shall be non-refundable, and shall be promptly delivered by the Title Company to Seller, immediately upon receipt. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, and is nonrefundable in all events. If Closing occurs, the Independent

Contract Consideration shall be credited against the Purchase Price, along with the remainder of the Earnest Money.

ARTICLE II TITLE AND SURVEY

2.1 Commitment for Title Insurance.

Seller and Purchaser hereby instruct the Title Company to deliver to Purchaser, Seller and the Surveyor (as such term is defined in Section 2.2 hereof), within 20 days after the Effective Date, a Commitment for Title Insurance (the "Title Commitment") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue to Purchaser at Closing an Owner Policy of Title Insurance, the Owner's Policy to be issued by an underwriter reasonably acceptable to Purchaser, on the standard form of policy prescribed by the Texas State Board of Insurance and in the amount of the Purchase Price with endorsements, including T-19.1 and T-19.2 endorsements, and other modifications agreed to by Purchaser and the Title Company (the "Owner's Policy"). Seller and Purchaser further instruct the Title Company to deliver to Seller, Purchaser and the Surveyor legible copies of all instruments referred to on Schedules B or C of the Title Commitment.

2.2 Survey.

Purchaser may, within 30 days after the Effective Date and, at Purchaser's expense, cause a current Texas Society of Professional Surveyors Category 1A, Condition II survey or an ALTA survey (the "Survey"), to be performed and completed on the Property by a Registered Professional Land Surveyor licensed by the State of Texas and reasonably acceptable to Seller, Purchaser and the Title Company (the "Surveyor"). The Survey shall be in a form reasonably acceptable to Seller, Purchaser and the Title Company and a copy thereof shall be delivered to Seller, Purchaser and the Title Company. Upon Seller's and Purchaser's approval of the Survey and unless otherwise agreed by Seller and Purchaser in writing, the legal description contained in the Survey shall be the legal description contained in the documents used to convey the Property from Seller to Purchaser.

2.3 Title Review Period.

Purchaser shall have 10 business days (the "Title Review Period") after the receipt of the Title Commitment and the Survey (if obtained within the time period set forth in Section 2.2 hereof) to provide Seller with written notice (the "Title Objection Letter") of Purchaser's objections to anything contained in the Title Commitment or the Survey (collectively "Title Objections"); provided, however, that none of the items described in Section 1.2 (b) or (c) hereof may be the basis for a Title Objection. Any item contained in the Title Commitment or the Survey to which Purchaser does not object pursuant to the Title Objection Letter shall be deemed a Permitted Exception. If Purchaser delivers to Seller a Title Objection Letter, Seller shall have 10 days, or such greater period of time as may be agreed upon in writing by Seller and Purchaser (the "Cure Period"), during which Seller shall have the right, but not the obligation, to cure or remove the Title Objections and deliver to Purchaser a revised Title Commitment evidencing such cure or removal. Prior to the expiration of the Cure Period, Seller shall provide Purchaser

with written notice (the "Title Response Letter") setting forth those Title Objections which Seller has cured or removed and those Title Objections which Seller is unable or unwilling to cure or remove; provided, however, that if Seller does not deliver to Purchaser a Title Response Letter prior to the expiration of the Cure Period, Seller shall be deemed to have elected not to cure or remove any uncured Title Objections. If Seller fails to cure or remove all Title Objections to the reasonable satisfaction of Purchaser and the Title Company, Purchaser may, as its sole and exclusive remedy which may be exercised at any time within 5 business days after the expiration of the Cure Period, either terminate this Agreement by written notice to Seller, in which event the Title Company shall return the Earnest Money (less the Independent Contract Consideration) to Purchaser, or waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price. Purchaser's failure to send written notice of the election available to it pursuant to the preceding sentence within 5 business days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price, in which case all uncured Title Objections shall automatically be deemed Permitted Exceptions.

2.4 Owner's Policy.

At Closing, the Title Company shall furnish to Purchaser, at Seller's expense except as set forth below, the Owner's Policy. The Owner's Policy may contain as exceptions the standard printed exceptions, subject to any endorsements and other modifications agreed to by Purchaser and the Title Company, and the Permitted Exceptions. Notwithstanding anything contained herein to the contrary, if Purchaser requests any endorsements (including the T-19.1 and T-19.2), modifications or additional title insurance coverage, including, without limitation, that the "survey exception" in the Owner's Policy be modified to read "shortages in area" (collectively, the "Additional Coverage"), Purchaser shall pay all fees and additional premiums charged by the Title Company in connection therewith.

ARTICLE III INSPECTION PERIOD

3.1 Delivery of Materials.

Within 5 days after the Effective Date, Seller shall, at Seller's election, either deliver to Purchaser or make available to Purchaser via an online document repository the following (the "Due Diligence Materials"):

- (a) copies of any as-built plans and specifications for the Property, if in Seller's possession;
- (b) copies of any existing surveys of the Property, if in Seller's possession;
- (c) copies of any inspection reports or other third-party reports relating to the physical condition of the Property in Seller's possession, including, without limitation, any environmental inspection reports;

(d) copies of any inspection reports, correspondence or other documentation concerning the compliance of the Property with applicable rules, regulations, ordinances and laws of all Governmental Authorities having jurisdiction, if in Seller's possession;

(e) copies of the Operating Agreements;

(f) copies of all oil and gas or other mineral leases or conveyances encumbering or affecting the Property, if in Seller's possession; and

(g) copies of the Permits, if in Seller's possession.

SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER.

3.2 Right of Inspection.

Purchaser, and Purchaser's representatives, employees, agents and independent contractors and consultants, shall have the right, beginning on the Effective Date and ending on the day of Closing or earlier termination of this Agreement, to enter the Property to make a physical inspection and assessment of the Property; provided, however, that (a) Purchaser shall give Seller at least 1 business days prior notice before entering into the Property (which may be written or oral), (b) no intrusive testing, including, without limitation, the taking of any soil samples or the equivalent, shall occur without Seller's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), as to the nature and scope of the same and the identity of the consultant or contractors performing the same, and (c) if requested by Seller, any such inspections and assessments shall be conducted in the presence of Seller or its designated representative. Purchaser agrees to (i) promptly repair any damage done to the Property in connection with Purchaser's inspection and assessment, and (b) indemnify, defend and hold Seller harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest) resulting from Purchaser's inspection and assessment (collectively "Purchaser's Repair and Indemnification Obligations"), EXCEPT TO THE EXTENT THE SAME ARE (I) CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR AN AFFILIATE, AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER; OR (II) DUE SOLELY TO THE MERE DISCOVERY OF ANY PRE-EXISTING CONDITIONS (EXCEPT TO THE EXTENT PURCHASER'S INSPECTIONS EXACERBATE SUCH CONDITION). All inspections and assessments shall be conducted at times and in a manner that will not unreasonably interfere with use of the Property by Seller or its tenants, if any. Purchaser shall promptly provide Seller with a true, correct and complete copy of all written inspection reports, assessments or similar documentation prepared by or on behalf of Purchaser with respect to the

Property; provided, however, the same will be provided to Seller without any representation or warranty from Purchaser.

3.3 Right of Termination.

If Purchaser determines that the Property is not suitable for its purposes or for any other reason, or no reason at all, Purchaser shall have the right to terminate this Agreement by sending written notice thereof (a "Notice of Termination") to Seller prior to 11:59 p.m., Fort Worth, Texas time, on the date that is 60 days after the Effective Date (the "Inspection Period"); provided, however, in the event that the Effective Date is prior to June 1, 2020, the Inspection Period shall expire on July 31, 2020 (as may be extended pursuant to the terms of this Agreement). For the avoidance of doubt, Purchaser and Seller agree that delivery of the Notice of Termination via email to the email addresses shown in Section 10.6 hereof shall constitute notice for this section. Upon delivery by Purchaser to Seller of a Notice of Termination, this Agreement shall terminate (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser. Purchaser shall have the right to extend the Inspection Period for one additional period of 30 days by providing Seller with written notice of such extension prior to the expiration of the initial Inspection Period and simultaneously depositing with the Title Company \$2,971.67 in additional Earnest Money. If Purchaser fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, as it may be extended as provided above, Purchaser's right to terminate this Agreement pursuant to this Section 3.3 shall automatically expire and be rendered null and void.

ARTICLE IV CONDITIONS PRECEDENT

4.1 Conditions Precedent to Seller's Obligations.

It shall be an express condition precedent to Seller's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Seller, with any waiver to be effective only if the same is executed by an authorized officer of Seller, expressly waives a particular condition and expressly refers to this Section 4.1:

(a) All representations and warranties made by Purchaser pursuant to this Agreement shall be true and correct in all material respects;

(b) Purchaser shall have delivered to Seller or deposited with Title Company for the benefit of Seller, all of the documents and other items set forth in Section 5.3 hereof;

(c) Seller and Purchaser have entered into the Ground Lease; and

(d) All covenants and other obligations of Purchaser set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Seller in the manner specified above as of the date of Closing, Seller shall have the right, but not the

obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.1 is intended to be or shall be construed as a limitation of any remedies available to Seller pursuant to Section 7.1 hereof if Purchaser defaults under this Agreement.

4.2 Conditions Precedent to Purchaser's Obligations.

It shall be an express condition precedent to Purchaser's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Purchaser, with any waiver to be effective only if the same is executed by an authorized officer of Purchaser, expressly waives a particular condition and expressly refers to this Section 4.2:

(a) All representations and warranties made by Seller pursuant to this Agreement shall be true and correct in all material respects;

(b) Seller shall have delivered to Purchaser or deposited with Title Company for the benefit of Purchaser, all of the documents and other items set forth in Section 5.2 hereof;

(c) Seller and Purchaser have entered into the Ground Lease;

(d) The Title Company shall have issued to Purchaser (or the respective grantee under the Deed) the Owner's Policy, including T-19.1 and T-19.2 endorsements (or a marked-up and signed commitment to issue the Owner's Policy or a signed pro forma Owner's Policy, and in either such instance with the Title Company irrevocably committed to issuing the Owner's Policy upon effectuation of Closing);

(e) Seller shall have cured all title and survey matters it agreed to cure in Seller's Title Response Letter; and

(f) All covenants and other obligations of Seller set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Purchaser in the manner specified above as of the date of Closing, Purchaser shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.2 is intended to be or shall be construed as a limitation of any remedies available to Purchaser pursuant to Section 7.2 hereof if Seller defaults under this Agreement.

ARTICLE V
CLOSING

5.1 Time and Place.

The closing of the transaction contemplated hereby ("Closing") shall take place by escrow of documents and funds with the Title Company at 2:00 p.m., Fort Worth, Texas time, on the 30th day after the expiration of the Inspection Period (or the nearest business day thereafter if such day is a Saturday, Sunday or legal holiday in Tarrant County, Texas) or on such other date and at such time as may be agreed upon in writing by Seller and Purchaser.

5.2 Seller's Obligations at Closing.

At Closing, Seller shall:

- (a) deliver to Purchaser a duly executed Special Warranty Deed (the "Deed") in the form of Exhibit B attached hereto and made a part hereof for all purposes executed and acknowledged by Seller and in recordable form, conveying the Property to Purchaser free and clear of all encumbrances except the Permitted Exceptions;
- (b) join with Purchaser in the execution of the Ground Lease and any memorandum of the same contemplated thereby;
- (c) join with Purchaser in the execution and acknowledgement of any disclosure notices and reports required by applicable state and local law in connection with the conveyance of real property;
- (d) if required by applicable law, deliver to Purchaser a FIRPTA Affidavit (the "FIRPTA Affidavit") in the form of Exhibit C attached hereto and made a part hereof for all purposes, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;
- (e) join with Purchaser in the execution of an Assignment and Assumption of Contracts and Permits (the "Assignment") substantially in the form of Exhibit D assigning the Assumed Operating Agreements and the Assumed Permits to Purchaser, with the assumption by Purchaser of the liabilities and obligations thereunder accruing from and after the date of Closing;
- (f) deliver to Purchaser Seller's signature page to the Settlement Statement prepared by the Title Company;
- (g) subject to the Ground Lease, deliver to Purchaser possession to the Property and all keys and key codes, as applicable, for all security systems, rooms, offices, safes, deposit boxes, or other locked or lockable areas, facilities or items;
- (h) deliver to the Title Company an "Owner's Affidavit" in a form reasonably acceptable to the Title Company and Seller; and

(i) deliver to the Title Company evidence, as the Title Company may reasonably require, as to the authority of the person or persons executing documents on behalf of Seller.

5.3 Purchaser's Obligations at Closing.

At Closing, Purchaser shall:

(a) Pay to the Title Company for distribution to the Seller upon Closing the Purchase Price, subject to prorations and adjustments set forth herein, in cash or readily available funds, it being agreed that the Earnest Money shall be delivered to Seller at Closing and applied towards payment of the Purchase Price;

(b) join with Seller in the execution of the Ground Lease and any memorandum of the same contemplated thereby;

(c) join with Seller in execution of the instruments described in Section 5.2(c) hereof, to the extent Purchaser is required to be a party thereto;

(d) join with Seller in the execution of the Assignment;

(e) deliver to Seller Purchaser's signature page to the Settlement Statement prepared by the Title Company; and

(f) deliver to the Title Company evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

5.4 Prorations.

Subject to the terms of the Ground Lease, real property taxes and assessments for the remainder of the year after Closing and subsequent years shall be assumed by Purchaser. Seller and Purchaser acknowledge that Seller is an entity exempt from real property taxes and assessments and during Seller's ownership of the Property, no real property taxes or assessments have been due and payable. Gas, electricity and other utility charges for accounts that will remain in effect after Closing shall be apportioned with respect to the Property as of the date of Closing. The prorations provisions in this Agreement shall not affect Seller's obligations under the Ground Lease. Seller shall receive the income from and, except as set forth above, shall be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within 30 days after receiving written demand therefor. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested within 120 days

after the date all necessary information is available to make a complete and accurate determination of such apportionments. The provisions of this Section 5.4 shall survive Closing.

5.5 Closing Costs.

Seller shall pay (a) the fees of any counsel representing it in connection with the transaction contemplated hereby, (b) the basic premium for the Owner's Policy (excluding the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, which fees and additional premiums shall be paid by Purchaser), (c) the fees for recording the Deed, (d) Seller's Broker's Commission (as such term is defined in Section 9.1 hereof), (e) 1/2 of any escrow fee which may be charged by the Title Company in connection with the transaction contemplated hereby; and (f) any other closing costs customarily paid for by the seller of real estate in Tarrant County, Texas.

Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, (c) the cost of the Survey, (d) 1/2 of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby; and (e) any other closing costs customarily paid for by the purchaser of real estate in Tarrant County, Texas.

All other items of income and expense as are customarily adjusted or prorated upon the sale and purchase of real property shall be made on an accrual basis in accordance with generally accepted accounting principles, and based on the actual number of days in the period.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of Seller.

Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Seller has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity (other than any liens or other encumbrances that will be released at or prior to Closing), (iii) conflict with or violate the organizational documents of Seller, or (iv) result in the creation or imposition of any lien on the Property;

(d) To Seller's Knowledge (as defined below), there is no pending condemnation of the Property as of the Effective Date;

(e) To Seller's Knowledge, there is no pending litigation affecting the Property as of the Effective Date which will bind the Property or Purchaser after Closing; and

(f) There are no leases or other occupancy agreements encumbering the Property which will bind the Property or Purchaser after Closing.

As used in this Agreement, "Seller's Knowledge" means the current, actual knowledge of those employees of Seller whose job descriptions include the management and operation of the Property.

6.2 Representations and Warranties of Purchaser.

Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Purchaser is a limited liability company, duly organized and in good standing under the laws of the State of Delaware. Purchaser is, or will be before Closing, in good standing and authorized to do business in the State of Texas. Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated

hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser;

(d) Purchaser is not a consumer as defined by the Texas Deceptive Trade Practices - Consumer Protection Act and has experience in financial and business matters that enable it to evaluate the risks and merits of the transaction contemplated hereby;

(e) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(f) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller; and

(g) Purchaser is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Executive Order") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (the "OFAC") and in any enabling legislation or other executive orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the "Executive Orders"). Neither Purchaser nor any beneficial owner of Purchaser is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "Lists"), (ii) person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.

6.3 Covenants of Seller.

Seller hereby covenants to Purchaser, which covenants shall survive Closing, as follows:

(a) From the Effective Date through the Closing or earlier termination of this Agreement, Seller shall operate the Property in manner consistent with recent past custom and practices for the operation, maintenance and repair of the Property (the "Ordinary Course of Business"), including, without limitation, (i) maintaining all existing insurance coverages for the Property, (ii) performing maintenance and repairs in the Ordinary Course of Business, (iii) maintaining all licenses and permits required for the

Seller's continued ownership, use and operation of the Property; and (iv) not removing or permitting to be removed any fixtures on the Land which constitute real property except as necessary for repairs or replacements of worn out or obsolete items in the Ordinary Course of Business with items of similar quality and utility. Seller shall promptly advise Purchaser of any litigation, arbitration or administrative hearing or similar matter concerning or affecting the Property of which Seller obtains actual knowledge.

(b) Until the Closing or earlier termination of this Agreement, Seller shall not, without the prior written consent of Purchaser (such consent to be in Purchaser's sole discretion) (i) amend, modify, extend, renew or terminate any of the Assumed Operating Agreements, or (ii) enter into any new equipment lease, service contract, lease, franchise agreement, trademark agreement, license agreement, management agreement or other contract or agreement in respect of the Property, except for new equipment leases, repair, maintenance or service contracts entered into in the Ordinary Course of Business and that are terminated by Seller prior to Closing. Further, Seller shall use commercially reasonable efforts, at no cost to Seller, to obtain all necessary consents, approvals, and authorizations required for the assignment of the Assumed Operating Agreements by Seller to Purchaser. Before Closing, but subject to the terms of the Ground Lease, Seller shall cancel or terminate all Operating Agreements other than the Assumed Operating Agreements.

(c) Seller shall not take any of the following actions without the prior written consent of Purchaser, which consent shall be in Purchaser's sole discretion: (i) make or permit to be made any material alterations to any part of the Property, except as required due to an emergency relating to the health or safety or by applicable law; or (ii) grant any new liens or encumbrances upon the Property that will not be discharged upon the Closing;

(d) To the extent received by Seller during the pendency of this Agreement, Seller will promptly deliver to Purchaser copies of written default notices, notices of lawsuits and notices of violations affecting the Property.

(e) During the pendency of this Agreement, Seller (i) will not directly or indirectly (through a broker or otherwise), further market, negotiate or otherwise attempt to sell or transfer the Property, or any portion thereof, to any other party other than Purchaser and (ii) will not accept nor agree to any letter of intent, purchase agreement or other back-up or contingent contracts relating to the sale of all or any portion of the Property other than with Purchaser.

6.4 Covenants of Purchaser.

Purchaser hereby covenants to Seller, which covenants shall survive Closing, as follows:

(a) Purchaser shall, in connection with its inspection and assessment of the Property during the Inspection Period, inspect the Property for the presence of Hazardous Substances (as such term is defined below) and shall, once received, promptly provide Seller with a true, correct, complete and legible copy of all written inspection reports and

other documentation prepared by or on behalf of Purchaser in connection with such inspection. PURCHASER HEREBY ASSUMES FULL RESPONSIBILITY FOR SUCH INSPECTIONS AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST SELLER ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY. As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "pollutant" "contaminant" or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) ("EPCRA"), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials, and (iv) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," "industrial solid waste," "solid waste," "radioactive waste" or "special waste from health care facility" in the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann ch. 361), the Texas Clean Air Act (Tex. Health & Safety Code ch 282), the Texas Pesticide Control Act (Tex. Agric. Code Ann. § 76.001 et seq.) and those substances included within the definitions of "hazardous substances," "regulated substances" or "petroleum products" in Subchapter I of the Texas Water Code (Tex. Water Code Ann ch 26, subch. I) and in the regulations promulgated pursuant to any of such laws, all as the same may be amended from time to time (collectively "Environmental Laws"). IT IS THE INTENTION OF SELLER AND PURCHASER THAT THE WAIVER CONTAINED IN THIS SECTION 6.4(A) APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF SELLER'S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER'S AGENTS, EMPLOYEES AND CONTRACTORS; anything in this Agreement notwithstanding, no provision in this Agreement shall limit Seller's obligations to Purchaser or an affiliate of Purchaser

contained in the Ground Lease. The provisions of this Section 7.1(a) shall survive Closing.

(b) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA;

(c) Neither Purchaser nor any officer or director of Purchaser is either a “party in interest” (as defined in Section 3(14) of ERISA) or a “disqualified person” (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller;

(d) Purchaser shall make its policies, procedures and practices regarding compliance with the Executive Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice; and

(e) If Purchaser or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty or liability to Purchaser upon written notice to Purchaser, in which event, the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

ARTICLE VII DEFAULT

7.1 Default by Purchaser.

If Purchaser fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Seller’s default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Seller shall be entitled, **AS ITS SOLE AND EXCLUSIVE REMEDY**, to terminate this Agreement (except for Purchaser’s Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive the Earnest Money, as liquidated damages for the breach of this Agreement.

SELLER AND PURCHASER AGREE THAT IF THIS AGREEMENT IS TERMINATED PURSUANT TO THIS SECTION 7.1, THE DAMAGES THAT SELLER WOULD SUSTAIN AS A RESULT OF SUCH TERMINATION WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO ASCERTAIN. SELLER AND PURCHASER FURTHER AGREE THAT THE EARNEST MONEY IS A FAIR AND REASONABLE APPROXIMATION OF WHAT SELLER’S ACTUAL DAMAGES WOULD BE UNDER SUCH CIRCUMSTANCES. ACCORDINGLY, SELLER AND PURCHASER AGREE THAT SELLER SHALL RETAIN THE EARNEST MONEY AS FULL AND COMPLETE LIQUIDATED DAMAGES AND AS SELLER’S SOLE AND EXCLUSIVE REMEDY FOR SUCH TERMINATION.

7.2 Default by Seller.

If Seller fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Purchaser's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Purchaser shall be entitled, AS ITS SOLE AND EXCLUSIVE REMEDY, to either (a) enforce specific performance of this Agreement, or (b) terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement), receive a refund of the Earnest Money (less the Independent Contract Consideration) and receive from Seller an amount equal to Purchaser's third party out of pocket due diligence and legal costs actually incurred by Purchaser in connection with the transaction contemplated hereby, such amount not to exceed \$5,943.33 (the "Due Diligence Reimbursement"). If Purchaser terminates this Agreement pursuant to the preceding sentence, Seller shall be released from any and all duties, obligations and liability hereunder, other than the Due Diligence Reimbursement. UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, IT BEING UNDERSTOOD BY PURCHASER THAT THE ABOVE DESCRIBED REMEDY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY. Purchaser shall be deemed to have elected to terminate this Agreement and receive a refund of the Earnest Money (less the Independent Contract Consideration) if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Tarrant County, Texas, on or before 30 days after the date on which Closing was to have occurred.

ARTICLE VIII CASUALTY AND CONDEMNATION

8.1 Casualty.

If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller, is equal to or in excess of 15% of the Purchase Price, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Casualty Termination Notice") within 15 days after the later to occur of (a) the date Purchaser receives notice of the damage or destruction; and (b) Purchaser's receipt from a qualified third-party reasonably acceptable to Purchaser and hired by Seller, at its sole cost and expense, evidencing the estimated cost to repair the damage to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or elect to consummate the transaction contemplated hereby, in which event Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If Purchaser fails to send Seller a Casualty Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.1 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, and (i) Seller's right

to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller is less than 15% of the Purchase Price, Purchaser shall have no right to terminate this Agreement as a result thereof, and Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing after which the estimated cost to repair any uninsured damage or destruction to the Property, as determined by a qualified third-party reasonably acceptable to Purchaser and hired by Seller, is equal to or in excess of \$50,000.00 and Seller does not agree in writing to give Purchaser a credit against the Purchase Price at Closing in the amount of such uninsured damage or destruction, Purchaser shall have the right to terminate this Agreement by providing written notice to Seller within 15 days after the date Purchaser receives written notice from Seller of the amount of uninsured damage or destruction to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

8.2 Condemnation.

If any condemnation or written threat of condemnation of all or any material part of the Property (as reasonably determined by Purchaser) occurs subsequent to the Effective Date and prior to the date of Closing, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Condemnation Termination Notice") within 15 days after the date Purchaser receives notice of the condemnation or written threat of condemnation in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation. If Purchaser fails to send Seller a Condemnation Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.2 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE IX
COMMISSIONS

9.1 Commissions.

Seller agrees to pay to Jones Lange LaSalle Brokerage Inc., a Texas corporation (“Seller’s Broker”), a commission if the transaction contemplated hereby is consummated and funded, but not otherwise. Such commission shall be in the amount set forth in a separate written agreement between Seller and Seller’s Broker. Purchaser agrees that if any claim is made for brokerage commissions or finder’s fees by any broker, finder or agent (other than Seller’s Broker) by, through or on account of any acts of Purchaser or its agents, employees or representatives, Purchaser will hold Seller free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys’ fees, accountants’ fees, court costs and interest) in connection therewith. Seller agrees that if any claim is made for brokerage commissions or finder’s fees by any broker, finder or agent by, through or on account of any acts of Seller or its agents, employees or representatives, Seller will hold Purchaser free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys’ fees, accountants’ fees, court costs and interest) in connection therewith. The provisions of this Section 9.1 shall survive Closing.

ARTICLE X
MISCELLANEOUS

10.1 Disclaimers.

PURCHASER AGREES THAT IT WILL INSPECT AND ASSESS THE PROPERTY PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN ELECTING WHETHER OR NOT TO PURCHASE THE PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY “AS IS” AND “WHERE IS,” AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO TITLE TO THE PROPERTY, ANY IMPROVEMENTS

THEREON, OR ANY INTEREST THEREIN. TO THE EXTENT THAT WARRANTIES OF TITLE ARE TO BE MADE, SUCH WARRANTIES SHALL BE SET FORTH SOLELY AND EXPRESSLY IN THE DEED. NOTWITHSTANDING THAT A FORM OF DEED MAY BE ATTACHED TO THIS AGREEMENT AND/OR REFERENCED HEREIN, NO WARRANTY OF TITLE CONTAINED IN SUCH DEED IS INTENDED TO BE INCORPORATED INTO OR MADE A PART OF THIS AGREEMENT.

PURCHASER FURTHER HEREBY IRREVOCABLY WAIVES ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY, DAMAGES, PENALTIES, OR ANY OTHER CLAIM UNDER COMMON LAW OR ENVIRONMENTAL LAW (INCLUDING, WITHOUT LIMITATION, CERCLA, THE TEXAS SOLID WASTE DISPOSAL ACT (TEX. HEALTH AND SAFETY CODE ANN. CH. 361), OR THE TEX. WATER CODE ANN. CH 26), ARISING OUT OF THE HANDLING, STORAGE, DISPOSAL OR RELEASE OF HAZARDOUS SUBSTANCES (AS THAT TERM IS DEFINED HEREIN) ON, AT OR UNDER THE PROPERTY, REGARDLESS WHEN THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM MAY HAVE OCCURRED, EXISTED OR ORIGINATED.

SELLER AND PURCHASER EACH STIPULATE AND AGREE THAT (A) PURCHASER IS A SOPHISTICATED PURCHASER OF REAL PROPERTY, (B) THE TERMS OF THIS SECTION 10.1 ARE A MATERIAL PART OF THIS AGREEMENT AND HAVE BEEN SPECIFICALLY READ AND UNDERSTOOD BY PURCHASER, (C) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION 10.1 HAS BEEN FREELY NEGOTIATED, AND (D) PURCHASER HAS BEEN REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 10.1 SHALL NOT AFFECT SELLER'S OBLIGATIONS UNDER THE GROUND LEASE AND SHALL NOT BE A WAIVER OF ANY RIGHTS UNDER THE GROUND LEASE.

THE PROVISIONS OF THIS SECTION 10.1 SHALL SURVIVE CLOSING.

10.2 Assignment.

Purchaser may not assign its rights under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion; provided, however, Purchaser may assign this Agreement to an affiliate or subsidiary of Purchaser. Any assignment or attempted assignment in violation of the provisions of this Section 10.3 shall be null and void and shall constitute a default by Purchaser. No assignment shall relieve the initial Purchaser from any of its obligations under this Agreement.

10.3 Title Policy or Abstract.

The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy. Notice to that effect is hereby given to Purchaser.

10.4 Expiration of Time Periods.

If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in Tarrant County, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

10.5 Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, certified mail, return receipt requested, or (d) email, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of email, as shown as sent in the email box of the sender to the correct email address shown below. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

(i) If to Seller:

Fort Worth Independent School District
100 N University Dr, Ste. SW207
Fort Worth, TX 76107
Attn. CFO
Email: michael.ball@fwisd.org

with a copy thereof to:

Kent Newsome
Greenberg Traurig
1000 Louisiana, Suite 1700
Houston, Texas 77002
Email: newsomek@gtlaw.com

(ii) If to Purchaser:

c/o Keystone Group, L.P.
201 Main St. Suite 3100
Fort Worth, TX 76102
Attention: Jay Hebert
Email: jhebert@keystoneftw.com

with a copy thereof to:

Akin Gump Strauss Hauer & Feld LLP
201 Main Street, Suite 1600
Fort Worth, Texas 76102
Attention: Marc N. Epstein
Email: mepstein@akingump.com

10.6 Modification.

This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

10.7 Confidentiality.

Purchaser recognizes, understands and agrees that pursuant to this Agreement it will become aware of certain information regarding Seller and the ownership and operation of the Property, including, without limitation, the Due Diligence Materials. Purchaser agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose any such information to any third party or parties, except to agents, attorneys, representatives, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential or investors, potential lenders of all or a portion of the Purchase Price and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose to any third party or parties the existence of this Agreement or the identity of Purchaser prior to Closing, except as expressly allowed pursuant to the terms and provisions of this Agreement and as requested or required by regulatory and/or rating agencies. Purchaser acknowledges that Seller is subject to the Texas Public Information Act (the "TPIA"). As such, upon receipt of a request under the TPIA, Seller may be required to release documents to the requestor. Purchaser agrees to fully cooperate with Seller in responding to public information requests involving this Agreement or the transaction contemplated hereby. Purchaser acknowledges that it has the responsibility to brief the Attorney General's Office on why any documents identified as confidential or proprietary fall within an exception to public disclosure. The provisions of this Section 10.7 shall survive Closing for a period of one (1) year.

10.8 Reporting Requirements.

The Title Company hereby agrees to serve as the "real estate reporting person" as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated hereby appear in Section 10.6 hereof and Seller, Purchaser and the Title Company agree to retain a copy of this Agreement for a period of 4 years following the end of the calendar year in which Closing occurs. The provisions of this Section 10.09 shall survive Closing.

10.9 Municipal Utility or Other District Notices.

Purchaser agrees that if the Property or any portion thereof is located in a municipal utility or other similar district, Purchaser will, within 5 days after request by Seller, execute any and all reasonable and proper notices which, in the opinion of counsel for Seller and for Purchaser, are required by law to be given to Purchaser with respect to the Property.

10.10 Time is of the Essence.

Seller and Purchaser agree that time is of the essence with regard to this Agreement and the performance of the terms and provisions hereof.

10.11 Successors and Assigns.

The terms and provisions hereof are to apply to and bind the permitted successors and assigns of the parties hereto.

10.12 Exhibits and Schedules.

The following schedules or exhibits are attached hereto (the "Exhibits") and shall be deemed to be an integral part hereof:

- (a) Exhibit A-legal description of the Property;
- (b) Exhibit B-form of Deed;
- (c) Exhibit C-form of FIRPTA Affidavit; and
- (d) Exhibit D-form of Assignment.

10.13 Entire Agreement.

This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

10.14 Further Assurances.

Seller and Purchaser agree that they will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section 10.15 shall survive Closing.

10.15 Alternative Dispute Resolution.

Claims and disputes associated with this Agreement will not be resolved by arbitration or any other alternative dispute resolution process unless ordered by a court with jurisdiction over the claim or dispute, or otherwise agreed to in writing by both parties.

10.16 Counterparts.

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Agreement. Signatures delivered in pdf format via email shall be considered original signatures for all purposes.

10.17 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.18 Section Headings.

Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

10.19 Binding Effect.

This Agreement shall not be binding upon either Seller or Purchaser unless and until both Seller and Purchaser have executed this Agreement.

10.20 Choice of Law and Venue.

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Tarrant County, Texas.

10.21 Joint Drafting.

Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

10.22 Board Approval.

This Agreement is expressly subject to the approval of the Board of Trustees of Seller (the "Board"). Purchaser recognizes, stipulates and agrees that Seller will not execute this Agreement prior to Board approval, as set forth in Section 10.27 hereof.

10.23 No Third-Party Beneficiary.

The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.24 No Waiver.

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by Seller of any immunities from suit or from liability Seller may have by operation of local, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

10.25 Non-Discrimination.

Purchaser certifies that it is an equal opportunity employer, and that it conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

10.26 Approval by Seller.

Purchaser recognizes, understands and agrees that this Agreement shall not be binding upon Seller unless and until the same has been approved by the Board and executed by an authorized officer of Seller. Purchaser recognizes, understands and agrees that the Board may, for whatever reason and in its sole and absolute discretion, not approve this Agreement, in which case this Agreement shall not be binding on either party. Purchaser further recognizes, understands and agrees that it cannot and will not rely on any representation, assertion or action other than the execution of this Agreement by an authorized officer of Seller as indicating or evidencing the Board's approval of or Seller's intent or desire to be bound by the terms and provisions of this Agreement.

10.27 Effective Date of Agreement.

Purchaser's offer to purchase the Property as evidenced by Purchaser's execution of this Agreement and delivery thereof to Seller shall be automatically deemed withdrawn and of no further force or effect unless accepted by Seller, which acceptance may be effectuated solely by Seller's execution of this Agreement and delivery thereof to the Title Company, on or before 5:00 p.m., Fort Worth, Texas time, on the 7th day after the submission by Purchaser to Seller of a complete copy of this Agreement duly executed by Purchaser. The date of the Title Company's

receipt, as evidenced by the Title Company's confirmation in the indicated place below, of a fully executed copy of this Agreement, executed by both Seller and Purchaser, shall be deemed the effective date of this Agreement (the "Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

SELLER:

Executed by Seller this
___ day of _____, 2020.

Fort Worth Independent School District,
a political subdivision of the State of Texas

By _____
Name: _____
Title: _____

PURCHASER:

Executed by Purchaser this
21st day of May, 2020.

Keystone Investment Opportunities, LLC,
a Delaware limited liability
company

By J. H. Heberl
Name: Jay H Heberl
Title: Vice President

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed copy of this Agreement, executed by both Seller and Purchaser, on _____, 2020, which date shall be deemed the "Effective Date" of this Agreement..

TITLE COMPANY:

RATTIKIN TITLE COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

**BAILEYS INDUSTRIAL ADDITION BLOCK 7 LOT 3B, 4 & 10B OF THE CITY OF
FORT WORTH, TARRANT COUNTY, TX**

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

THAT Fort Worth Independent School District, a political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by _____, a ("Grantee"), whose mailing address is _____, the receipt and sufficiency of which consideration are hereby acknowledged, and on and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee (i) that certain tract or parcel of real property situated in Tarrant County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto, but excluding any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under such tract or parcel of real property (the "Property").

Grantor excepts herefrom and reserves unto itself, its successors, and assigns all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property. Grantor waives and releases, on behalf of Grantor and Grantor's successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Grantor as of May _____, 2020, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

This conveyance is made subject and subordinate to those encumbrances and exceptions (collectively the "Permitted Exceptions") set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property are excluded from the conveyance effectuated hereby, and are hereby reserved by Grantor on behalf of Grantor and its successors and assigns.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED (THIS "DEED"), ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" AND, EXCEPT AS SET FORTH IN THAT CERTAIN AGREEMENT OF PURCHASE AND SALE BETWEEN GRANTEE AND GRANTOR DATED _____, 2020, WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

Real property taxes and assessments for the remainder of the year after the date hereof and subsequent years shall be assumed by Grantee. Grantor and Grantee acknowledge that Grantor is an entity exempt from real property taxes and assessments and during Grantor's ownership of the Property, no real property taxes or assessments have been due and payable.

IN WITNESS WHEREOF, this Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of _____, 2020.

_____,
a _____

By _____
Name: _____
Title: _____

THE STATE OF _____

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2020,
by _____, of _____, a _____, on behalf of
said _____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT C

FIRPTA AFFIDAVIT

THE STATE OF TEXAS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF _____

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), whose mailing address is _____, that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ ("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is _____;
3. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); and
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document.

EXECUTED effective as of the ___ day of ___, 20__.

a _____

By _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____,
20____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND PERMITS

Concurrently with the execution and delivery of this Assignment and Assumption of Contracts (this "Assignment"), _____, a _____ ("Assignor"), is conveying to _____, a _____ ("Assignee"), whose mailing address is _____, by Special Warranty Deed (the "Deed"), that certain tract or parcel of real property situated in Tarrant County, Texas, being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon (the "Real Property").

It is the desire of Assignor to assign, transfer, and convey to Assignee any and all right, title and interest of Assignor in and to the contracts and permits described on Exhibit B attached hereto and made a part hereof for all purposes (collectively as the "Assumed Contracts and Permits"). It is the desire of Assignee to assume all of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN to Assignee the Assumed Contracts and Permits.

Assignee accepts, assumes and agrees to perform of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

EXECUTED on the dates set forth below, to be effective for all purposes as of _____, 20__.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____

Name: _____

Title: _____

**ACTION AGENDA ITEM
BOARD MEETING
MAY 26, 2020**

TOPIC: APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF 2801 CULLEN STREET AND 2809 CULLEN STREET, FORT WORTH, TEXAS 76107, EXCLUDING MINERAL INTERESTS

BACKGROUND:

On May 12, 2020, the Board of Education (BOE), by Resolution, declared certain District-owned real property as surplus and no longer necessary for the operation of the school district. Pursuant to Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District, the District, in conjunction with the engagement of a real estate brokerage firm, sought bids on this surplus property, evaluated all bids for best value to the District and, as a result of those efforts, is now seeking the BOE to approve the attached Purchase and Sale Agreement pertaining to:

2801 Cullen Street, Fort Worth, TX – Maintenance Office and Lot

Legal Description: Baileys Industrial Addition Block 7 Lot 6 of the City of Fort Worth, Tarrant County, Texas.

2809 Cullen Street, Fort Worth, TX – Maintenance Office and Lot

Legal Description: Baileys Industrial Addition Block 7 Lot 5 of the City of Fort Worth, Tarrant County, Texas.

The above properties, when sold, would exclude the conveyance of any mineral interests owned by the District. The sale is at, or above, the current appraised value of the properties.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase and Sale Agreement for the Sale of 2801 Cullen Street and 2809 Cullen Street, Fort Worth, Texas 76107, Excluding Mineral Interests
2. Decline to Approve Purchase and Sale Agreement for the Sale of 2801 Cullen Street and 2809 Cullen Street, Fort Worth, Texas 76107, Excluding Mineral Interests
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase and Sale Agreement for the Sale of 2801 Cullen Street and 2809 Cullen Street, Fort Worth, Texas 76107, Excluding Mineral Interests.

FUNDING SOURCE *Additional Details*

Not Applicable

COST:

All costs associated with the sale of 2801 Cullen Street and 2809 Cullen Street, Fort Worth, Texas 76107 will be paid out of the closing of said properties.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Superintendent of Schools
Multiple Departments within FWISD

RATIONALE:

Extensive work has been performed by Administration to determine real estate holdings no longer necessary for the operation of Fort Worth Independent School District. The properties located at 2801 Cullen Street and 2809 Cullen Street, Fort Worth, Texas 76107 have, by Resolution dated May 12, 2020, been declared surplus by the BOE. As a result, Administration is seeking the BOE to approve the attached Purchase and Sale Agreement in order to sell the properties at 2801 Cullen Street and 2809 Cullen Street, Fort Worth, Texas 76107. The sale of these properties will be in compliance with Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District.

INFORMATION SOURCE:

Kent P. Scribner, Ph.D.

AGREEMENT OF PURCHASE AND SALE

BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

AS SELLER

AND

KEYSTONE INVESTMENT OPPORTUNITIES, LLC,
a Delaware limited liability company

AS PURCHASER

covering and describing

2801-2809 Cullen Street, Fort Worth, TX 76107

situated
in
Tarrant County, Texas

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EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY ...ERROR! BOOKMARK NOT DEFINED.****

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this “Agreement”) is made to be effective as of the date described in Section 10.27 hereof, by and between Fort Worth Independent School District, a political subdivision of the State of Texas (“Seller”), and Keystone Investment Opportunities, LLC, a Delaware limited liability company (“Purchaser”).

W I T N E S S E T H:

ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at Closing (as such term is defined in Section 5.1 hereof) (collectively, the “Property”):

(a) the land situated in Tarrant County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the “Land”), together with all appurtenant easements and any other rights and interests appurtenant to and benefiting the Land, including, without limitation, all of Seller’s right, title and interest, if any, in and to (i) all development rights, air rights and water rights with respect to the Land, and (ii) all easements, rights of way or other real property interests appurtenant to the Land, and in, to or under any land, highway, alley, street or right of way abutting or adjoining the Land (collectively, the “Appurtenant Rights”);

(b) All buildings, structures, improvements and fixtures located on the Land (collectively, the “Improvements”) (the Land, the Appurtenant Rights and the Improvements are collectively referred to herein as the “Real Property”);

(c) All of Seller’s right, title and interest in and to any assignable third-party contracts and agreements relating to the upkeep, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume, to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the “Operating Agreements”), and with the Operating Agreements Purchaser assumes as set forth above being referred to herein as the “Assumed Operating Agreements”;

(d) All of Seller’s right, title and interest in and to any assignable permits, licenses, registrations and certificates of any federal, state or local government or other political subdivision thereof, including, without limitation, any agency or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the person or property in question (each a “Governmental Authority”) relating to the upkeep, ownership, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume,

to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the "Permits"), and with the Permits Purchaser assumes as set forth above being referred to herein as the "Assumed Permits"; and

(e) All of Seller's keys, key cards, security codes, passwords, and combinations to the Property.

The Property does not include any oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property, all of which are excluded from the transaction contemplated hereby and all of which will be reserved by Seller. Seller waives and releases, on behalf of Seller and Seller's successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Seller as of the Effective Date, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

1.2 Permitted Exceptions.

The Property shall be conveyed subject to the following matters (collectively the "Permitted Exceptions"):

- (a) the matters deemed to be Permitted Exceptions pursuant to Section 2.3 hereof;
- (b) building restrictions and zoning regulations heretofore or hereafter adopted by any Governmental Authority relating to or encumbering the Property;
- (c) real property taxes for the year of Closing and subsequent years; and
- (d) the Ground Lease (as defined below).

1.3 Purchase Price.

Seller shall sell and Purchaser shall purchase the Property for a purchase price of \$1,129,232.90 (the "Purchase Price").

1.4 Payment of Purchase Price.

The Purchase Price shall be paid by Purchaser to Seller in cash or immediately available funds at Closing.

1.5 Earnest Money.

Within three (3) business days of the Effective Date, Purchaser shall deposit with Rattikin Title Company (the "Title Company"), having its office at 201 Main Street, Suite 800, Fort Worth, Texas 76102, Attention: Megan Newburn, the sum of \$11,886.66 in cash (the "Earnest Money") to be held by the Title Company as earnest money in accordance with the terms of this

Agreement. The Title Company is hereby instructed to hold the Earnest Money in an interest-bearing account. All interest accruing on the Earnest Money shall become a part thereof and shall be delivered to the party entitled to receive the Earnest Money. If Purchaser fails to deposit the Earnest Money with the Title Company as provided for herein, this Agreement shall automatically terminate and neither party shall have any further rights, duties or obligations hereunder, other than Purchaser's Repair and Indemnification Obligations (as such term is defined in Section 3.2 hereof), which shall survive the termination of this Agreement.

1.6 Ground Lease.

At Closing, Purchaser shall lease the Property back to Seller for a term commencing on the date of Closing and ending, subject to the terms of the executed lease, on a date that is one (1) year after the Closing Date (the "Ground Lease"). During the Inspection Period, Purchaser and Seller shall negotiate and agree on a form of the Ground Lease, which will include that (i) the rental payment due for the initial six (6) months of the Ground Lease is \$1.00; (ii) for the final six (6) months of the initial term of the Ground Lease, the rental amount shall be sufficient for Purchaser to yield a 7.0% rate return on the Purchase Price; (iii) Seller may extend the term of the Ground Lease two (2) times for an additional one (1) year term each by delivering notice of Seller's election to extend the term at least 120 days prior to the expiration of the then current term; (iv) the rental amount that would be payable during the first extended term of the Ground Leases would be an amount sufficient for Purchaser to yield an 11.0% return on its investment in the Property and rent for the third year of the Ground Lease and all subsequent years shall increase based on increases in the consumer price index; (v) effective on or after the initial term of the Ground Lease, Seller shall have the option to terminate the Ground Lease, without penalty, at any time on at least 180 days' notice to Purchaser; and (vi) such lease is on an "AS IS" AND "WHERE IS" basis. For clarification, Seller may terminate the Ground Lease effective at the end of the initial term by providing such notice at least 180 days prior to the expiration of the initial term. The Ground Lease shall permit Seller to use the Property for any lawful purpose, and shall be a "triple net" lease, with Seller responsible for all operating expenses, taxes, maintenance, repairs, insurance (in such amounts as Seller may elect to carry, consistent with Seller's insurance program for Seller's owned properties, as the same may exist from time to time) and other costs associated with the operation of the Property. The Ground Lease is a material portion of the consideration to Seller for the sale of the Property, and the form of Ground Lease shall be reasonably acceptable to Seller and Purchaser. A proposed form of the Ground Lease shall be delivered by Purchaser to Seller within 10 business days after the Effective Date.

1.7 Independent Contract Consideration.

Notwithstanding anything to the contrary contained in this Agreement, \$50.00 of the Earnest Money (the "Independent Contract Consideration"), which amount Seller and Purchaser hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement, shall be non-refundable, and shall be promptly delivered by the Title Company to Seller, immediately upon receipt. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, and is nonrefundable in all events. If Closing occurs, the Independent

Contract Consideration shall be credited against the Purchase Price, along with the remainder of the Earnest Money.

ARTICLE II TITLE AND SURVEY

2.1 Commitment for Title Insurance.

Seller and Purchaser hereby instruct the Title Company to deliver to Purchaser, Seller and the Surveyor (as such term is defined in Section 2.2 hereof), within 20 days after the Effective Date, a Commitment for Title Insurance (the "Title Commitment") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue to Purchaser at Closing an Owner Policy of Title Insurance, the Owner's Policy to be issued by an underwriter reasonably acceptable to Purchaser, on the standard form of policy prescribed by the Texas State Board of Insurance and in the amount of the Purchase Price with endorsements, including T-19.1 and T-19.2 endorsements, and other modifications agreed to by Purchaser and the Title Company (the "Owner's Policy"). Seller and Purchaser further instruct the Title Company to deliver to Seller, Purchaser and the Surveyor legible copies of all instruments referred to on Schedules B or C of the Title Commitment.

2.2 Survey.

Purchaser may, within 30 days after the Effective Date and, at Purchaser's expense, cause a current Texas Society of Professional Surveyors Category 1A, Condition II survey or an ALTA survey (the "Survey"), to be performed and completed on the Property by a Registered Professional Land Surveyor licensed by the State of Texas and reasonably acceptable to Seller, Purchaser and the Title Company (the "Surveyor"). The Survey shall be in a form reasonably acceptable to Seller, Purchaser and the Title Company and a copy thereof shall be delivered to Seller, Purchaser and the Title Company. Upon Seller's and Purchaser's approval of the Survey and unless otherwise agreed by Seller and Purchaser in writing, the legal description contained in the Survey shall be the legal description contained in the documents used to convey the Property from Seller to Purchaser.

2.3 Title Review Period.

Purchaser shall have 10 business days (the "Title Review Period") after the receipt of the Title Commitment and the Survey (if obtained within the time period set forth in Section 2.2 hereof) to provide Seller with written notice (the "Title Objection Letter") of Purchaser's objections to anything contained in the Title Commitment or the Survey (collectively "Title Objections"); provided, however, that none of the items described in Section 1.2 (b) or (c) hereof may be the basis for a Title Objection. Any item contained in the Title Commitment or the Survey to which Purchaser does not object pursuant to the Title Objection Letter shall be deemed a Permitted Exception. If Purchaser delivers to Seller a Title Objection Letter, Seller shall have 10 days, or such greater period of time as may be agreed upon in writing by Seller and Purchaser (the "Cure Period"), during which Seller shall have the right, but not the obligation, to cure or remove the Title Objections and deliver to Purchaser a revised Title Commitment evidencing such cure or removal. Prior to the expiration of the Cure Period, Seller shall provide Purchaser

with written notice (the “Title Response Letter”) setting forth those Title Objections which Seller has cured or removed and those Title Objections which Seller is unable or unwilling to cure or remove; provided, however, that if Seller does not deliver to Purchaser a Title Response Letter prior to the expiration of the Cure Period, Seller shall be deemed to have elected not to cure or remove any uncured Title Objections. If Seller fails to cure or remove all Title Objections to the reasonable satisfaction of Purchaser and the Title Company, Purchaser may, as its sole and exclusive remedy which may be exercised at any time within 5 business days after the expiration of the Cure Period, either terminate this Agreement by written notice to Seller, in which event the Title Company shall return the Earnest Money (less the Independent Contract Consideration) to Purchaser, or waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price. Purchaser’s failure to send written notice of the election available to it pursuant to the preceding sentence within 5 business days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price, in which case all uncured Title Objections shall automatically be deemed Permitted Exceptions.

2.4 Owner’s Policy.

At Closing, the Title Company shall furnish to Purchaser, at Seller’s expense except as set forth below, the Owner’s Policy. The Owner’s Policy may contain as exceptions the standard printed exceptions, subject to any endorsements and other modifications agreed to by Purchaser and the Title Company, and the Permitted Exceptions. Notwithstanding anything contained herein to the contrary, if Purchaser requests any endorsements (including the T-19.1 and T-19.2), modifications or additional title insurance coverage, including, without limitation, that the “survey exception” in the Owner’s Policy be modified to read “shortages in area” (collectively, the “Additional Coverage”), Purchaser shall pay all fees and additional premiums charged by the Title Company in connection therewith.

ARTICLE III INSPECTION PERIOD

3.1 Delivery of Materials.

Within 5 days after the Effective Date, Seller shall, at Seller’s election, either deliver to Purchaser or make available to Purchaser via an online document repository the following (the “Due Diligence Materials”):

- (a) copies of any as-built plans and specifications for the Property, if in Seller’s possession;
- (b) copies of any existing surveys of the Property, if in Seller’s possession;
- (c) copies of any inspection reports or other third-party reports relating to the physical condition of the Property in Seller’s possession, including, without limitation, any environmental inspection reports;

(d) copies of any inspection reports, correspondence or other documentation concerning the compliance of the Property with applicable rules, regulations, ordinances and laws of all Governmental Authorities having jurisdiction, if in Seller's possession;

(e) copies of the Operating Agreements;

(f) copies of all oil and gas or other mineral leases or conveyances encumbering or affecting the Property, if in Seller's possession; and

(g) copies of the Permits, if in Seller's possession.

SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER.

3.2 Right of Inspection.

Purchaser, and Purchaser's representatives, employees, agents and independent contractors and consultants, shall have the right, beginning on the Effective Date and ending on the day of Closing or earlier termination of this Agreement, to enter the Property to make a physical inspection and assessment of the Property; provided, however, that (a) Purchaser shall give Seller at least 1 business days prior notice before entering into the Property (which may be written or oral), (b) no intrusive testing, including, without limitation, the taking of any soil samples or the equivalent, shall occur without Seller's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), as to the nature and scope of the same and the identity of the consultant or contractors performing the same, and (c) if requested by Seller, any such inspections and assessments shall be conducted in the presence of Seller or its designated representative. Purchaser agrees to (i) promptly repair any damage done to the Property in connection with Purchaser's inspection and assessment, and (b) indemnify, defend and hold Seller harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest) resulting from Purchaser's inspection and assessment (collectively "Purchaser's Repair and Indemnification Obligations"), EXCEPT TO THE EXTENT THE SAME ARE (I) CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR AN AFFILIATE, AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER; OR (II) DUE SOLELY TO THE MERE DISCOVERY OF ANY PRE-EXISTING CONDITIONS (EXCEPT TO THE EXTENT PURCHASER'S INSPECTIONS EXACERBATE SUCH CONDITION). All inspections and assessments shall be conducted at times and in a manner that will not unreasonably interfere with use of the Property by Seller or its tenants, if any. Purchaser shall promptly provide Seller with a true, correct and complete copy of all written inspection reports, assessments or similar documentation prepared by or on behalf of Purchaser with respect to the

Property; provided, however, the same will be provided to Seller without any representation or warranty from Purchaser.

3.3 Right of Termination.

If Purchaser determines that the Property is not suitable for its purposes or for any other reason, or no reason at all, Purchaser shall have the right to terminate this Agreement by sending written notice thereof (a "Notice of Termination") to Seller prior to 11:59 p.m., Fort Worth, Texas time, on the date that is 60 days after the Effective Date (the "Inspection Period"); provided, however, in the event that the Effective Date is prior to June 1, 2020, the Inspection Period shall expire on July 31, 2020 (as may be extended pursuant to the terms of this Agreement). For the avoidance of doubt, Purchaser and Seller agree that delivery of the Notice of Termination via email to the email addresses shown in Section 10.6 hereof shall constitute notice for this section. Upon delivery by Purchaser to Seller of a Notice of Termination, this Agreement shall terminate (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser. Purchaser shall have the right to extend the Inspection Period for one additional period of 30 days by providing Seller with written notice of such extension prior to the expiration of the initial Inspection Period and simultaneously depositing with the Title Company \$2,971.67 in additional Earnest Money. If Purchaser fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, as it may be extended as provided above, Purchaser's right to terminate this Agreement pursuant to this Section 3.3 shall automatically expire and be rendered null and void.

ARTICLE IV CONDITIONS PRECEDENT

4.1 Conditions Precedent to Seller's Obligations.

It shall be an express condition precedent to Seller's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Seller, with any waiver to be effective only if the same is executed by an authorized officer of Seller, expressly waives a particular condition and expressly refers to this Section 4.1:

- (a) All representations and warranties made by Purchaser pursuant to this Agreement shall be true and correct in all material respects;
- (b) Purchaser shall have delivered to Seller or deposited with Title Company for the benefit of Seller, all of the documents and other items set forth in Section 5.3 hereof;
- (c) Seller and Purchaser have entered into the Ground Lease; and
- (d) All covenants and other obligations of Purchaser set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Seller in the manner specified above as of the date of Closing, Seller shall have the right, but not the

obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.1 is intended to be or shall be construed as a limitation of any remedies available to Seller pursuant to Section 7.1 hereof if Purchaser defaults under this Agreement.

4.2 Conditions Precedent to Purchaser's Obligations.

It shall be an express condition precedent to Purchaser's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Purchaser, with any waiver to be effective only if the same is executed by an authorized officer of Purchaser, expressly waives a particular condition and expressly refers to this Section 4.2:

(a) All representations and warranties made by Seller pursuant to this Agreement shall be true and correct in all material respects;

(b) Seller shall have delivered to Purchaser or deposited with Title Company for the benefit of Purchaser, all of the documents and other items set forth in Section 5.2 hereof;

(c) Seller and Purchaser have entered into the Ground Lease;

(d) The Title Company shall have issued to Purchaser (or the respective grantee under the Deed) the Owner's Policy, including T-19.1 and T-19.2 endorsements (or a marked-up and signed commitment to issue the Owner's Policy or a signed pro forma Owner's Policy, and in either such instance with the Title Company irrevocably committed to issuing the Owner's Policy upon effectuation of Closing);

(e) Seller shall have cured all title and survey matters it agreed to cure in Seller's Title Response Letter; and

(f) All covenants and other obligations of Seller set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Purchaser in the manner specified above as of the date of Closing, Purchaser shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.2 is intended to be or shall be construed as a limitation of any remedies available to Purchaser pursuant to Section 7.2 hereof if Seller defaults under this Agreement.

ARTICLE V
CLOSING

5.1 Time and Place.

The closing of the transaction contemplated hereby (“Closing”) shall take place by escrow of documents and funds with the Title Company at 2:00 p.m., Fort Worth, Texas time, on the 30th day after the expiration of the Inspection Period (or the nearest business day thereafter if such day is a Saturday, Sunday or legal holiday in Tarrant County, Texas) or on such other date and at such time as may be agreed upon in writing by Seller and Purchaser.

5.2 Seller’s Obligations at Closing.

At Closing, Seller shall:

(a) deliver to Purchaser a duly executed Special Warranty Deed (the “Deed”) in the form of Exhibit B attached hereto and made a part hereof for all purposes executed and acknowledged by Seller and in recordable form, conveying the Property to Purchaser free and clear of all encumbrances except the Permitted Exceptions;

(b) join with Purchaser in the execution of the Ground Lease and any memorandum of the same contemplated thereby;

(c) join with Purchaser in the execution and acknowledgement of any disclosure notices and reports required by applicable state and local law in connection with the conveyance of real property;

(d) if required by applicable law, deliver to Purchaser a FIRPTA Affidavit (the “FIRPTA Affidavit”) in the form of Exhibit C attached hereto and made a part hereof for all purposes, duly executed by Seller, stating that Seller is not a “foreign person” as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;

(e) join with Purchaser in the execution of an Assignment and Assumption of Contracts and Permits (the “Assignment”) substantially in the form of Exhibit D assigning the Assumed Operating Agreements and the Assumed Permits to Purchaser, with the assumption by Purchaser of the liabilities and obligations thereunder accruing from and after the date of Closing;

(f) deliver to Purchaser Seller’s signature page to the Settlement Statement prepared by the Title Company;

(g) subject to the Ground Lease, deliver to Purchaser possession to the Property and all keys and key codes, as applicable, for all security systems, rooms, offices, safes, deposit boxes, or other locked or lockable areas, facilities or items;

(h) deliver to the Title Company an “Owner’s Affidavit” in a form reasonably acceptable to the Title Company and Seller; and

(i) deliver to the Title Company evidence, as the Title Company may reasonably require, as to the authority of the person or persons executing documents on behalf of Seller.

5.3 Purchaser's Obligations at Closing.

At Closing, Purchaser shall:

(a) Pay to the Title Company for distribution to the Seller upon Closing the Purchase Price, subject to prorations and adjustments set forth herein, in cash or readily available funds, it being agreed that the Earnest Money shall be delivered to Seller at Closing and applied towards payment of the Purchase Price;

(b) join with Seller in the execution of the Ground Lease and any memorandum of the same contemplated thereby;

(c) join with Seller in execution of the instruments described in Section 5.2(c) hereof, to the extent Purchaser is required to be a party thereto;

(d) join with Seller in the execution of the Assignment;

(e) deliver to Seller Purchaser's signature page to the Settlement Statement prepared by the Title Company; and

(f) deliver to the Title Company evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

5.4 Prorations.

Subject to the terms of the Ground Lease, real property taxes and assessments for the remainder of the year after Closing and subsequent years shall be assumed by Purchaser. Seller and Purchaser acknowledge that Seller is an entity exempt from real property taxes and assessments and during Seller's ownership of the Property, no real property taxes or assessments have been due and payable. Gas, electricity and other utility charges for accounts that will remain in effect after Closing shall be apportioned with respect to the Property as of the date of Closing. The prorations provisions in this Agreement shall not affect Seller's obligations under the Ground Lease. Seller shall receive the income from and, except as set forth above, shall be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within 30 days after receiving written demand therefor. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested within 120 days

after the date all necessary information is available to make a complete and accurate determination of such apportionments. The provisions of this Section 5.4 shall survive Closing.

5.5 Closing Costs.

Seller shall pay (a) the fees of any counsel representing it in connection with the transaction contemplated hereby, (b) the basic premium for the Owner's Policy (excluding the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, which fees and additional premiums shall be paid by Purchaser), (c) the fees for recording the Deed, (d) Seller's Broker's Commission (as such term is defined in Section 9.1 hereof), (e) 1/2 of any escrow fee which may be charged by the Title Company in connection with the transaction contemplated hereby; and (f) any other closing costs customarily paid for by the seller of real estate in Tarrant County, Texas.

Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, (c) the cost of the Survey, (d) 1/2 of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby; and (e) any other closing costs customarily paid for by the purchaser of real estate in Tarrant County, Texas.

All other items of income and expense as are customarily adjusted or prorated upon the sale and purchase of real property shall be made on an accrual basis in accordance with generally accepted accounting principles, and based on the actual number of days in the period.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of Seller.

Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Seller has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity (other than any liens or other encumbrances that will be released at or prior to Closing), (iii) conflict with or violate the organizational documents of Seller, or (iv) result in the creation or imposition of any lien on the Property;

(d) To Seller's Knowledge (as defined below), there is no pending condemnation of the Property as of the Effective Date;

(e) To Seller's Knowledge, there is no pending litigation affecting the Property as of the Effective Date which will bind the Property or Purchaser after Closing; and

(f) There are no leases or other occupancy agreements encumbering the Property which will bind the Property or Purchaser after Closing.

As used in this Agreement, "Seller's Knowledge" means the current, actual knowledge of those employees of Seller whose job descriptions include the management and operation of the Property.

6.2 Representations and Warranties of Purchaser.

Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Purchaser is a limited liability company, duly organized and in good standing under the laws of the State of Delaware. Purchaser is, or will be before Closing, in good standing and authorized to do business in the State of Texas. Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated

hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser;

(d) Purchaser is not a consumer as defined by the Texas Deceptive Trade Practices - Consumer Protection Act and has experience in financial and business matters that enable it to evaluate the risks and merits of the transaction contemplated hereby;

(e) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(f) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller; and

(g) Purchaser is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Executive Order") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (the "OFAC") and in any enabling legislation or other executive orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the "Executive Orders"). Neither Purchaser nor any beneficial owner of Purchaser is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "Lists"), (ii) person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.

6.3 Covenants of Seller.

Seller hereby covenants to Purchaser, which covenants shall survive Closing, as follows:

(a) From the Effective Date through the Closing or earlier termination of this Agreement, Seller shall operate the Property in manner consistent with recent past custom and practices for the operation, maintenance and repair of the Property (the "Ordinary Course of Business"), including, without limitation, (i) maintaining all existing insurance coverages for the Property, (ii) performing maintenance and repairs in the Ordinary Course of Business, (iii) maintaining all licenses and permits required for the

Seller's continued ownership, use and operation of the Property; and (iv) not removing or permitting to be removed any fixtures on the Land which constitute real property except as necessary for repairs or replacements of worn out or obsolete items in the Ordinary Course of Business with items of similar quality and utility. Seller shall promptly advise Purchaser of any litigation, arbitration or administrative hearing or similar matter concerning or affecting the Property of which Seller obtains actual knowledge.

(b) Until the Closing or earlier termination of this Agreement, Seller shall not, without the prior written consent of Purchaser (such consent to be in Purchaser's sole discretion) (i) amend, modify, extend, renew or terminate any of the Assumed Operating Agreements, or (ii) enter into any new equipment lease, service contract, lease, franchise agreement, trademark agreement, license agreement, management agreement or other contract or agreement in respect of the Property, except for new equipment leases, repair, maintenance or service contracts entered into in the Ordinary Course of Business and that are terminated by Seller prior to Closing. Further, Seller shall use commercially reasonable efforts, at no cost to Seller, to obtain all necessary consents, approvals, and authorizations required for the assignment of the Assumed Operating Agreements by Seller to Purchaser. Before Closing, but subject to the terms of the Ground Lease, Seller shall cancel or terminate all Operating Agreements other than the Assumed Operating Agreements.

(c) Seller shall not take any of the following actions without the prior written consent of Purchaser, which consent shall be in Purchaser's sole discretion: (i) make or permit to be made any material alterations to any part of the Property, except as required due to an emergency relating to the health or safety or by applicable law; or (ii) grant any new liens or encumbrances upon the Property that will not be discharged upon the Closing;

(d) To the extent received by Seller during the pendency of this Agreement, Seller will promptly deliver to Purchaser copies of written default notices, notices of lawsuits and notices of violations affecting the Property.

(e) During the pendency of this Agreement, Seller (i) will not directly or indirectly (through a broker or otherwise), further market, negotiate or otherwise attempt to sell or transfer the Property, or any portion thereof, to any other party other than Purchaser and (ii) will not accept nor agree to any letter of intent, purchase agreement or other back-up or contingent contracts relating to the sale of all or any portion of the Property other than with Purchaser.

6.4 Covenants of Purchaser.

Purchaser hereby covenants to Seller, which covenants shall survive Closing, as follows:

(a) Purchaser shall, in connection with its inspection and assessment of the Property during the Inspection Period, inspect the Property for the presence of Hazardous Substances (as such term is defined below) and shall, once received, promptly provide Seller with a true, correct, complete and legible copy of all written inspection reports and

other documentation prepared by or on behalf of Purchaser in connection with such inspection. PURCHASER HEREBY ASSUMES FULL RESPONSIBILITY FOR SUCH INSPECTIONS AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST SELLER ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY. As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "pollutant" "contaminant" or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) ("EPCRA"), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials, and (iv) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," "industrial solid waste," "solid waste," "radioactive waste" or "special waste from health care facility" in the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann ch. 361), the Texas Clean Air Act (Tex. Health & Safety Code ch 282), the Texas Pesticide Control Act (Tex. Agric. Code Ann. § 76.001 et seq.) and those substances included within the definitions of "hazardous substances," "regulated substances" or "petroleum products" in Subchapter I of the Texas Water Code (Tex. Water Code Ann ch 26, subch. I) and in the regulations promulgated pursuant to any of such laws, all as the same may be amended from time to time (collectively "Environmental Laws"). IT IS THE INTENTION OF SELLER AND PURCHASER THAT THE WAIVER CONTAINED IN THIS SECTION 6.4(A) APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF SELLER'S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER'S AGENTS, EMPLOYEES AND CONTRACTORS; anything in this Agreement notwithstanding, no provision in this Agreement shall limit Seller's obligations to Purchaser or an affiliate of Purchaser

contained in the Ground Lease. The provisions of this Section 7.1(a) shall survive Closing.

(b) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA;

(c) Neither Purchaser nor any officer or director of Purchaser is either a “party in interest” (as defined in Section 3(14) of ERISA) or a “disqualified person” (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller;

(d) Purchaser shall make its policies, procedures and practices regarding compliance with the Executive Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice; and

(e) If Purchaser or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty or liability to Purchaser upon written notice to Purchaser, in which event, the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

ARTICLE VII DEFAULT

7.1 Default by Purchaser.

If Purchaser fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Seller’s default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Seller shall be entitled, **AS ITS SOLE AND EXCLUSIVE REMEDY**, to terminate this Agreement (except for Purchaser’s Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive the Earnest Money, as liquidated damages for the breach of this Agreement.

SELLER AND PURCHASER AGREE THAT IF THIS AGREEMENT IS TERMINATED PURSUANT TO THIS SECTION 7.1, THE DAMAGES THAT SELLER WOULD SUSTAIN AS A RESULT OF SUCH TERMINATION WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO ASCERTAIN. SELLER AND PURCHASER FURTHER AGREE THAT THE EARNEST MONEY IS A FAIR AND REASONABLE APPROXIMATION OF WHAT SELLER’S ACTUAL DAMAGES WOULD BE UNDER SUCH CIRCUMSTANCES. ACCORDINGLY, SELLER AND PURCHASER AGREE THAT SELLER SHALL RETAIN THE EARNEST MONEY AS FULL AND COMPLETE LIQUIDATED DAMAGES AND AS SELLER’S SOLE AND EXCLUSIVE REMEDY FOR SUCH TERMINATION.

7.2 Default by Seller.

If Seller fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Purchaser's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Purchaser shall be entitled, AS ITS SOLE AND EXCLUSIVE REMEDY, to either (a) enforce specific performance of this Agreement, or (b) terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement), receive a refund of the Earnest Money (less the Independent Contract Consideration) and receive from Seller an amount equal to Purchaser's third party out of pocket due diligence and legal costs actually incurred by Purchaser in connection with the transaction contemplated hereby, such amount not to exceed \$5,943.33 (the "Due Diligence Reimbursement"). If Purchaser terminates this Agreement pursuant to the preceding sentence, Seller shall be released from any and all duties, obligations and liability hereunder, other than the Due Diligence Reimbursement. UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, IT BEING UNDERSTOOD BY PURCHASER THAT THE ABOVE DESCRIBED REMEDY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY. Purchaser shall be deemed to have elected to terminate this Agreement and receive a refund of the Earnest Money (less the Independent Contract Consideration) if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Tarrant County, Texas, on or before 30 days after the date on which Closing was to have occurred.

ARTICLE VIII CASUALTY AND CONDEMNATION

8.1 Casualty.

If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller, is equal to or in excess of 15% of the Purchase Price, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Casualty Termination Notice") within 15 days after the later to occur of (a) the date Purchaser receives notice of the damage or destruction; and (b) Purchaser's receipt from a qualified third-party reasonably acceptable to Purchaser and hired by Seller, at its sole cost and expense, evidencing the estimated cost to repair the damage to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or elect to consummate the transaction contemplated hereby, in which event Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If Purchaser fails to send Seller a Casualty Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.1 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, and (i) Seller's right

to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller is less than 15% of the Purchase Price, Purchaser shall have no right to terminate this Agreement as a result thereof, and Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing after which the estimated cost to repair any uninsured damage or destruction to the Property, as determined by a qualified third-party reasonably acceptable to Purchaser and hired by Seller, is equal to or in excess of \$50,000.00 and Seller does not agree in writing to give Purchaser a credit against the Purchase Price at Closing in the amount of such uninsured damage or destruction, Purchaser shall have the right to terminate this Agreement by providing written notice to Seller within 15 days after the date Purchaser receives written notice from Seller of the amount of uninsured damage or destruction to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

8.2 Condemnation.

If any condemnation or written threat of condemnation of all or any material part of the Property (as reasonably determined by Purchaser) occurs subsequent to the Effective Date and prior to the date of Closing, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Condemnation Termination Notice") within 15 days after the date Purchaser receives notice of the condemnation or written threat of condemnation in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation. If Purchaser fails to send Seller a Condemnation Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.2 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE IX
COMMISSIONS

9.1 Commissions.

Seller agrees to pay to Jones Lange LaSalle Brokerage Inc., a Texas corporation (“Seller’s Broker”), a commission if the transaction contemplated hereby is consummated and funded, but not otherwise. Such commission shall be in the amount set forth in a separate written agreement between Seller and Seller’s Broker. Purchaser agrees that if any claim is made for brokerage commissions or finder’s fees by any broker, finder or agent (other than Seller’s Broker) by, through or on account of any acts of Purchaser or its agents, employees or representatives, Purchaser will hold Seller free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys’ fees, accountants’ fees, court costs and interest) in connection therewith. Seller agrees that if any claim is made for brokerage commissions or finder’s fees by any broker, finder or agent by, through or on account of any acts of Seller or its agents, employees or representatives, Seller will hold Purchaser free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys’ fees, accountants’ fees, court costs and interest) in connection therewith. The provisions of this Section 9.1 shall survive Closing.

ARTICLE X
MISCELLANEOUS

10.1 Disclaimers.

PURCHASER AGREES THAT IT WILL INSPECT AND ASSESS THE PROPERTY PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN ELECTING WHETHER OR NOT TO PURCHASE THE PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY “AS IS” AND “WHERE IS,” AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO TITLE TO THE PROPERTY, ANY IMPROVEMENTS

THEREON, OR ANY INTEREST THEREIN. TO THE EXTENT THAT WARRANTIES OF TITLE ARE TO BE MADE, SUCH WARRANTIES SHALL BE SET FORTH SOLELY AND EXPRESSLY IN THE DEED. NOTWITHSTANDING THAT A FORM OF DEED MAY BE ATTACHED TO THIS AGREEMENT AND/OR REFERENCED HEREIN, NO WARRANTY OF TITLE CONTAINED IN SUCH DEED IS INTENDED TO BE INCORPORATED INTO OR MADE A PART OF THIS AGREEMENT.

PURCHASER FURTHER HEREBY IRREVOCABLY WAIVES ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY, DAMAGES, PENALTIES, OR ANY OTHER CLAIM UNDER COMMON LAW OR ENVIRONMENTAL LAW (INCLUDING, WITHOUT LIMITATION, CERCLA, THE TEXAS SOLID WASTE DISPOSAL ACT (TEX. HEALTH AND SAFETY CODE ANN. CH. 361), OR THE TEX. WATER CODE ANN. CH 26), ARISING OUT OF THE HANDLING, STORAGE, DISPOSAL OR RELEASE OF HAZARDOUS SUBSTANCES (AS THAT TERM IS DEFINED HEREIN) ON, AT OR UNDER THE PROPERTY, REGARDLESS WHEN THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM MAY HAVE OCCURRED, EXISTED OR ORIGINATED.

SELLER AND PURCHASER EACH STIPULATE AND AGREE THAT (A) PURCHASER IS A SOPHISTICATED PURCHASER OF REAL PROPERTY, (B) THE TERMS OF THIS SECTION 10.1 ARE A MATERIAL PART OF THIS AGREEMENT AND HAVE BEEN SPECIFICALLY READ AND UNDERSTOOD BY PURCHASER, (C) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION 10.1 HAS BEEN FREELY NEGOTIATED, AND (D) PURCHASER HAS BEEN REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 10.1 SHALL NOT AFFECT SELLER'S OBLIGATIONS UNDER THE GROUND LEASE AND SHALL NOT BE A WAIVER OF ANY RIGHTS UNDER THE GROUND LEASE.

THE PROVISIONS OF THIS SECTION 10.1 SHALL SURVIVE CLOSING.

10.2 Assignment.

Purchaser may not assign its rights under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion; provided, however, Purchaser may assign this Agreement to an affiliate or subsidiary of Purchaser. Any assignment or attempted assignment in violation of the provisions of this Section 10.3 shall be null and void and shall constitute a default by Purchaser. No assignment shall relieve the initial Purchaser from any of its obligations under this Agreement.

10.3 Title Policy or Abstract.

The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy. Notice to that effect is hereby given to Purchaser.

10.4 Expiration of Time Periods.

If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in Tarrant County, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

10.5 Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, certified mail, return receipt requested, or (d) email, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of email, as shown as sent in the email box of the sender to the correct email address shown below. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

(i) If to Seller:

Fort Worth Independent School District
100 N University Dr, Ste. SW207
Fort Worth, TX 76107
Attn. CFO
Email: michael.ball@fwisd.org

with a copy thereof to:

Kent Newsome
Greenberg Traurig
1000 Louisiana, Suite 1700
Houston, Texas 77002
Email: newsomek@gtlaw.com

(ii) If to Purchaser:

c/o Keystone Group, L.P.
201 Main St. Suite 3100
Fort Worth, TX 76102
Attention: Jay Hebert
Email: jhebert@keystoneftw.com

with a copy thereof to:

Akin Gump Strauss Hauer & Feld LLP
201 Main Street, Suite 1600
Fort Worth, Texas 76102
Attention: Marc N. Epstein
Email: mepstein@akingump.com

10.6 Modification.

This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

10.7 Confidentiality.

Purchaser recognizes, understands and agrees that pursuant to this Agreement it will become aware of certain information regarding Seller and the ownership and operation of the Property, including, without limitation, the Due Diligence Materials. Purchaser agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose any such information to any third party or parties, except to agents, attorneys, representatives, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential or investors, potential lenders of all or a portion of the Purchase Price and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose to any third party or parties the existence of this Agreement or the identity of Purchaser prior to Closing, except as expressly allowed pursuant to the terms and provisions of this Agreement and as requested or required by regulatory and/or rating agencies. Purchaser acknowledges that Seller is subject to the Texas Public Information Act (the “TPIA”). As such, upon receipt of a request under the TPIA, Seller may be required to release documents to the requestor. Purchaser agrees to fully cooperate with Seller in responding to public information requests involving this Agreement or the transaction contemplated hereby. Purchaser acknowledges that it has the responsibility to brief the Attorney General’s Office on why any documents identified as confidential or proprietary fall within an exception to public disclosure. The provisions of this Section 10.7 shall survive Closing for a period of one (1) year.

10.8 Reporting Requirements.

The Title Company hereby agrees to serve as the “real estate reporting person” as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated hereby appear in Section 10.6 hereof and Seller, Purchaser and the Title Company agree to retain a copy of this Agreement for a period of 4 years following the end of the calendar year in which Closing occurs. The provisions of this Section 10.09 shall survive Closing.

10.9 Municipal Utility or Other District Notices.

Purchaser agrees that if the Property or any portion thereof is located in a municipal utility or other similar district, Purchaser will, within 5 days after request by Seller, execute any and all reasonable and proper notices which, in the opinion of counsel for Seller and for Purchaser, are required by law to be given to Purchaser with respect to the Property.

10.10 Time is of the Essence.

Seller and Purchaser agree that time is of the essence with regard to this Agreement and the performance of the terms and provisions hereof.

10.11 Successors and Assigns.

The terms and provisions hereof are to apply to and bind the permitted successors and assigns of the parties hereto.

10.12 Exhibits and Schedules.

The following schedules or exhibits are attached hereto (the "Exhibits") and shall be deemed to be an integral part hereof:

- (a) Exhibit A-legal description of the Property;
- (b) Exhibit B-form of Deed;
- (c) Exhibit C-form of FIRPTA Affidavit; and
- (d) Exhibit D-form of Assignment.

10.13 Entire Agreement.

This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

10.14 Further Assurances.

Seller and Purchaser agree that they will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section 10.15 shall survive Closing.

10.15 Alternative Dispute Resolution.

Claims and disputes associated with this Agreement will not be resolved by arbitration or any other alternative dispute resolution process unless ordered by a court with jurisdiction over the claim or dispute, or otherwise agreed to in writing by both parties.

10.16 Counterparts.

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Agreement. Signatures delivered in pdf format via email shall be considered original signatures for all purposes.

10.17 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.18 Section Headings.

Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

10.19 Binding Effect.

This Agreement shall not be binding upon either Seller or Purchaser unless and until both Seller and Purchaser have executed this Agreement.

10.20 Choice of Law and Venue.

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Tarrant County, Texas.

10.21 Joint Drafting.

Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

10.22 Board Approval.

This Agreement is expressly subject to the approval of the Board of Trustees of Seller (the "Board"). Purchaser recognizes, stipulates and agrees that Seller will not execute this Agreement prior to Board approval, as set forth in Section 10.27 hereof.

10.23 No Third-Party Beneficiary.

The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.24 No Waiver.

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by Seller of any immunities from suit or from liability Seller may have by operation of local, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

10.25 Non-Discrimination.

Purchaser certifies that it is an equal opportunity employer, and that it conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

10.26 Approval by Seller.

Purchaser recognizes, understands and agrees that this Agreement shall not be binding upon Seller unless and until the same has been approved by the Board and executed by an authorized officer of Seller. Purchaser recognizes, understands and agrees that the Board may, for whatever reason and in its sole and absolute discretion, not approve this Agreement, in which case this Agreement shall not be binding on either party. Purchaser further recognizes, understands and agrees that it cannot and will not rely on any representation, assertion or action other than the execution of this Agreement by an authorized officer of Seller as indicating or evidencing the Board's approval of or Seller's intent or desire to be bound by the terms and provisions of this Agreement.

10.27 Effective Date of Agreement.

Purchaser's offer to purchase the Property as evidenced by Purchaser's execution of this Agreement and delivery thereof to Seller shall be automatically deemed withdrawn and of no further force or effect unless accepted by Seller, which acceptance may be effectuated solely by Seller's execution of this Agreement and delivery thereof to the Title Company, on or before 5:00 p.m., Fort Worth, Texas time, on the 7th day after the submission by Purchaser to Seller of a complete copy of this Agreement duly executed by Purchaser. The date of the Title Company's

receipt, as evidenced by the Title Company's confirmation in the indicated place below, of a fully executed copy of this Agreement, executed by both Seller and Purchaser, shall be deemed the effective date of this Agreement (the "Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

SELLER:

Executed by Seller this
___ day of _____, 2020.

Fort Worth Independent School District,
a political subdivision of the State of Texas

By _____
Name: _____
Title: _____

PURCHASER:

Executed by Purchaser this
21st day of May, 2020.

Keystone Investment Opportunities, LLC,
a Delaware limited liability
company

By J H Hebal
Name: Jay H Hebal
Title: Vice President

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed copy of this Agreement, executed by both Seller and Purchaser, on _____, 2020, which date shall be deemed the "Effective Date" of this Agreement..

TITLE COMPANY:

RATTIKIN TITLE COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

BAILEYS INDUSTRIAL ADDITION BLOCK 7 LOT 6

BAILEYS INDUSTRIAL ADDITION BLOCK 7 LOT 5

OF THE CITY OF FORT WORTH, TARRANT COUNTY, TX

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

THAT Fort Worth Independent School District, a political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by _____, a ("Grantee"), whose mailing address is _____, the receipt and sufficiency of which consideration are hereby acknowledged, and on and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee (i) that certain tract or parcel of real property situated in Tarrant County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto, but excluding any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under such tract or parcel of real property (the "Property").

Grantor excepts herefrom and reserves unto itself, its successors, and assigns all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property. Grantor waives and releases, on behalf of Grantor and Grantor's successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Grantor as of May _____, 2020, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

This conveyance is made subject and subordinate to those encumbrances and exceptions (collectively the "Permitted Exceptions") set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property are excluded from the conveyance effectuated hereby, and are hereby reserved by Grantor on behalf of Grantor and its successors and assigns.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED (THIS "DEED"), ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" AND, EXCEPT AS SET FORTH IN THAT CERTAIN AGREEMENT OF PURCHASE AND SALE BETWEEN GRANTEE AND GRANTOR DATED _____, 2020, WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

Real property taxes and assessments for the remainder of the year after the date hereof and subsequent years shall be assumed by Grantee. Grantor and Grantee acknowledge that Grantor is an entity exempt from real property taxes and assessments and during Grantor's ownership of the Property, no real property taxes or assessments have been due and payable.

IN WITNESS WHEREOF, this Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of _____, 2020.

a _____

By _____
Name: _____
Title: _____

EXHIBIT C

FIRPTA AFFIDAVIT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), whose mailing address is _____, that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ ("Transferor"), the undersigned hereby certifies as follows:

- 1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
- 2. Transferor's U.S. employer identification number is _____;
- 3. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); and
- 4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document.

EXECUTED effective as of the ___ day of ___, 20__.

_____,
a _____

By _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____,
20____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND PERMITS

Concurrently with the execution and delivery of this Assignment and Assumption of Contracts (this "Assignment"), _____, a _____ ("Assignor"), is conveying to _____, a _____ ("Assignee"), whose mailing address is _____, by Special Warranty Deed (the "Deed"), that certain tract or parcel of real property situated in Tarrant County, Texas, being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon (the "Real Property").

It is the desire of Assignor to assign, transfer, and convey to Assignee any and all right, title and interest of Assignor in and to the contracts and permits described on Exhibit B attached hereto and made a part hereof for all purposes (collectively as the "Assumed Contracts and Permits"). It is the desire of Assignee to assume all of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN to Assignee the Assumed Contracts and Permits.

Assignee accepts, assumes and agrees to perform of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

EXECUTED on the dates set forth below, to be effective for all purposes as of _____, 20__.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____ ,
a _____

By: _____
Name: _____
Title: _____

**ACTION AGENDA ITEM
BOARD MEETING
MAY 26, 2020**

TOPIC: APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF 2720 CULLEN STREET, FORT WORTH, TEXAS 76107, EXCLUDING MINERAL INTERESTS

BACKGROUND:

On May 12, 2020, the Board of Education (BOE), by Resolution, declared certain District-owned real property as surplus and no longer necessary for the operation of the school district. Pursuant to Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District, the District, in conjunction with the engagement of a real estate brokerage firm, sought bids on this surplus property, evaluated all bids for best value to the District and, as a result of those efforts, is now seeking the BOE to approve the attached Purchase and Sale Agreement pertaining to:

2720 Cullen Street, Fort Worth, TX – Metro Building

Legal Description: Baileys Industrial Addition Block 11 Lot 1R BLK 11 LTS 1R 2R 3R 8R 9R & 10 of the City of Fort Worth, Tarrant County, Texas.

The above property, when sold, would exclude the conveyance of any mineral interests owned by the District. The sale is at, or above, the current appraised value of the property.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase and Sale Agreement for the Sale of 2720 Cullen Street, Fort Worth, Texas 76107, Excluding Mineral Interests
2. Decline to Approve Purchase and Sale Agreement for the Sale of 2720 Cullen Street, Fort Worth, Texas 76107, Excluding Mineral Interests
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase and Sale Agreement for the Sale of 2720 Cullen Street, Fort Worth, Texas 76107, Excluding Mineral Interests.

FUNDING SOURCE *Additional Details*

Not Applicable

COST:

All costs associated with the sale of 2720 Cullen Street, Fort Worth, Texas 76107 will be paid out of the closing of said property.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Superintendent of Schools
Multiple Departments within FWISD

RATIONALE:

Extensive work has been performed by Administration to determine real estate holdings no longer necessary for the operation of Fort Worth Independent School District. The property located at 2720 Cullen Street, Fort Worth, Texas 76107 has, by Resolution dated May 12, 2020, been declared surplus by the BOE. As a result, Administration is seeking the BOE to approve the attached Purchase and Sale Agreement in order to sell the property at 2720 Cullen Street, Fort Worth, Texas 76107. The sale of this property will be in compliance with Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District.

INFORMATION SOURCE:

Kent P. Scribner, Ph.D.

AGREEMENT OF PURCHASE AND SALE

BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

AS SELLER

AND

KEYSTONE INVESTMENT OPPORTUNITIES, LLC,
a Delaware limited liability company

AS PURCHASER

covering and describing

2720 Cullen Street, Fort Worth, TX 76107_

situated
in
Tarrant County, Texas

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made to be effective as of the date described in Section 10.27 hereof, by and between Fort Worth Independent School District, a political subdivision of the State of Texas ("Seller"), and Keystone Investment Opportunities, LLC, a Delaware limited liability company ("Purchaser").

W I T N E S S E T H:

ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at Closing (as such term is defined in Section 5.1 hereof) (collectively, the "Property"):

(a) the land situated in Tarrant County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), together with all appurtenant easements and any other rights and interests appurtenant to and benefiting the Land, including, without limitation, all of Seller's right, title and interest, if any, in and to (i) all development rights, air rights and water rights with respect to the Land, and (ii) all easements, rights of way or other real property interests appurtenant to the Land, and in, to or under any land, highway, alley, street or right of way abutting or adjoining the Land (collectively, the "Appurtenant Rights");

(b) All buildings, structures, improvements and fixtures located on the Land (collectively, the "Improvements") (the Land, the Appurtenant Rights and the Improvements are collectively referred to herein as the "Real Property");

(c) All of Seller's right, title and interest in and to any assignable third-party contracts and agreements relating to the upkeep, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume, to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the "Operating Agreements"), and with the Operating Agreements Purchaser assumes as set forth above being referred to herein as the "Assumed Operating Agreements";

(d) All of Seller's right, title and interest in and to any assignable permits, licenses, registrations and certificates of any federal, state or local government or other political subdivision thereof, including, without limitation, any agency or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the person or property in question (each a "Governmental Authority") relating to the upkeep, ownership, repair or maintenance of the Real Property which Purchaser notifies Seller in writing prior to the expiration of the Inspection Period that Purchaser desires to assume,

to the extent and only to the extent that the same may be assigned by Seller at no cost or expense to Seller (collectively the “Permits”), and with the Permits Purchaser assumes as set forth above being referred to herein as the “Assumed Permits”; and

(e) All of Seller’s keys, key cards, security codes, passwords, and combinations to the Property.

The Property does not include any oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property, all of which are excluded from the transaction contemplated hereby and all of which will be reserved by Seller. Seller waives and releases, on behalf of Seller and Seller’s successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Seller as of the Effective Date, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

1.2 Permitted Exceptions.

The Property shall be conveyed subject to the following matters (collectively the “Permitted Exceptions”):

- (a) the matters deemed to be Permitted Exceptions pursuant to Section 2.3 hereof;
- (b) building restrictions and zoning regulations heretofore or hereafter adopted by any Governmental Authority relating to or encumbering the Property;
- (c) real property taxes for the year of Closing and subsequent years; and
- (d) the Ground Lease (as defined below).

1.3 Purchase Price.

Seller shall sell and Purchaser shall purchase the Property for a purchase price of \$3,571,527.30 (the “Purchase Price”).

1.4 Payment of Purchase Price.

The Purchase Price shall be paid by Purchaser to Seller in cash or immediately available funds at Closing.

1.5 Earnest Money.

Within three (3) business days of the Effective Date, Purchaser shall deposit with Rattikin Title Company (the “Title Company”), having its office at 201 Main Street, Suite 800, Fort Worth, Texas 76102, Attention: Megan Newburn, the sum of \$37,595.02 in cash (the “Earnest Money”) to be held by the Title Company as earnest money in accordance with the terms of this

Agreement. The Title Company is hereby instructed to hold the Earnest Money in an interest-bearing account. All interest accruing on the Earnest Money shall become a part thereof and shall be delivered to the party entitled to receive the Earnest Money. If Purchaser fails to deposit the Earnest Money with the Title Company as provided for herein, this Agreement shall automatically terminate and neither party shall have any further rights, duties or obligations hereunder, other than Purchaser's Repair and Indemnification Obligations (as such term is defined in Section 3.2 hereof), which shall survive the termination of this Agreement.

1.6 Ground Lease.

At Closing, Purchaser shall lease the Property back to Seller for a term commencing on the date of Closing and ending, subject to the terms of the executed lease, on a date that is one (1) year after the Closing Date (the "Ground Lease"). During the Inspection Period, Purchaser and Seller shall negotiate and agree on a form of the Ground Lease, which will include that (i) the rental payment due for the initial six (6) months of the Ground Lease is \$1.00; (ii) for the final six (6) months of the initial term of the Ground Lease, the rental amount shall be sufficient for Purchaser to yield a 7.0% rate return on the Purchase Price; (iii) Seller may extend the term of the Ground Lease two (2) times for an additional one (1) year term each by delivering notice of Seller's election to extend the term at least 120 days prior to the expiration of the then current term; (iv) the rental amount that would be payable during the first extended term of the Ground Leases would be an amount sufficient for Purchaser to yield an 11.0% return on its investment in the Property and rent for the third year of the Ground Lease and all subsequent years shall increase based on increases in the consumer price index; (v) effective on or after the initial term of the Ground Lease, Seller shall have the option to terminate the Ground Lease, without penalty, at any time on at least 180 days' notice to Purchaser; and (vi) such lease is on an "AS IS" AND "WHERE IS" basis. For clarification, Seller may terminate the Ground Lease effective at the end of the initial term by providing such notice at least 180 days prior to the expiration of the initial term. The Ground Lease shall permit Seller to use the Property for any lawful purpose, and shall be a "triple net" lease, with Seller responsible for all operating expenses, taxes, maintenance, repairs, insurance (in such amounts as Seller may elect to carry, consistent with Seller's insurance program for Seller's owned properties, as the same may exist from time to time) and other costs associated with the operation of the Property. The Ground Lease is a material portion of the consideration to Seller for the sale of the Property, and the form of Ground Lease shall be reasonably acceptable to Seller and Purchaser. A proposed form of the Ground Lease shall be delivered by Purchaser to Seller within 10 business days after the Effective Date.

1.7 Independent Contract Consideration.

Notwithstanding anything to the contrary contained in this Agreement, \$50.00 of the Earnest Money (the "Independent Contract Consideration"), which amount Seller and Purchaser hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement, shall be non-refundable, and shall be promptly delivered by the Title Company to Seller, immediately upon receipt. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, and is nonrefundable in all events. If Closing occurs, the Independent

Contract Consideration shall be credited against the Purchase Price, along with the remainder of the Earnest Money.

ARTICLE II TITLE AND SURVEY

2.1 Commitment for Title Insurance.

Seller and Purchaser hereby instruct the Title Company to deliver to Purchaser, Seller and the Surveyor (as such term is defined in Section 2.2 hereof), within 20 days after the Effective Date, a Commitment for Title Insurance (the "Title Commitment") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue to Purchaser at Closing an Owner Policy of Title Insurance, the Owner's Policy to be issued by an underwriter reasonably acceptable to Purchaser, on the standard form of policy prescribed by the Texas State Board of Insurance and in the amount of the Purchase Price with endorsements, including T-19.1 and T-19.2 endorsements, and other modifications agreed to by Purchaser and the Title Company (the "Owner's Policy"). Seller and Purchaser further instruct the Title Company to deliver to Seller, Purchaser and the Surveyor legible copies of all instruments referred to on Schedules B or C of the Title Commitment.

2.2 Survey.

Purchaser may, within 30 days after the Effective Date and, at Purchaser's expense, cause a current Texas Society of Professional Surveyors Category 1A, Condition II survey or an ALTA survey (the "Survey"), to be performed and completed on the Property by a Registered Professional Land Surveyor licensed by the State of Texas and reasonably acceptable to Seller, Purchaser and the Title Company (the "Surveyor"). The Survey shall be in a form reasonably acceptable to Seller, Purchaser and the Title Company and a copy thereof shall be delivered to Seller, Purchaser and the Title Company. Upon Seller's and Purchaser's approval of the Survey and unless otherwise agreed by Seller and Purchaser in writing, the legal description contained in the Survey shall be the legal description contained in the documents used to convey the Property from Seller to Purchaser.

2.3 Title Review Period.

Purchaser shall have 10 business days (the "Title Review Period") after the receipt of the Title Commitment and the Survey (if obtained within the time period set forth in Section 2.2 hereof) to provide Seller with written notice (the "Title Objection Letter") of Purchaser's objections to anything contained in the Title Commitment or the Survey (collectively "Title Objections"); provided, however, that none of the items described in Section 1.2 (b) or (c) hereof may be the basis for a Title Objection. Any item contained in the Title Commitment or the Survey to which Purchaser does not object pursuant to the Title Objection Letter shall be deemed a Permitted Exception. If Purchaser delivers to Seller a Title Objection Letter, Seller shall have 10 days, or such greater period of time as may be agreed upon in writing by Seller and Purchaser (the "Cure Period"), during which Seller shall have the right, but not the obligation, to cure or remove the Title Objections and deliver to Purchaser a revised Title Commitment evidencing such cure or removal. Prior to the expiration of the Cure Period, Seller shall provide Purchaser

with written notice (the "Title Response Letter") setting forth those Title Objections which Seller has cured or removed and those Title Objections which Seller is unable or unwilling to cure or remove; provided, however, that if Seller does not deliver to Purchaser a Title Response Letter prior to the expiration of the Cure Period, Seller shall be deemed to have elected not to cure or remove any uncured Title Objections. If Seller fails to cure or remove all Title Objections to the reasonable satisfaction of Purchaser and the Title Company, Purchaser may, as its sole and exclusive remedy which may be exercised at any time within 5 business days after the expiration of the Cure Period, either terminate this Agreement by written notice to Seller, in which event the Title Company shall return the Earnest Money (less the Independent Contract Consideration) to Purchaser, or waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price. Purchaser's failure to send written notice of the election available to it pursuant to the preceding sentence within 5 business days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price, in which case all uncured Title Objections shall automatically be deemed Permitted Exceptions.

2.4 Owner's Policy.

At Closing, the Title Company shall furnish to Purchaser, at Seller's expense except as set forth below, the Owner's Policy. The Owner's Policy may contain as exceptions the standard printed exceptions, subject to any endorsements and other modifications agreed to by Purchaser and the Title Company, and the Permitted Exceptions. Notwithstanding anything contained herein to the contrary, if Purchaser requests any endorsements (including the T-19.1 and T-19.2), modifications or additional title insurance coverage, including, without limitation, that the "survey exception" in the Owner's Policy be modified to read "shortages in area" (collectively, the "Additional Coverage"), Purchaser shall pay all fees and additional premiums charged by the Title Company in connection therewith.

ARTICLE III INSPECTION PERIOD

3.1 Delivery of Materials.

Within 5 days after the Effective Date, Seller shall, at Seller's election, either deliver to Purchaser or make available to Purchaser via an online document repository the following (the "Due Diligence Materials"):

- (a) copies of any as-built plans and specifications for the Property, if in Seller's possession;
- (b) copies of any existing surveys of the Property, if in Seller's possession;
- (c) copies of any inspection reports or other third-party reports relating to the physical condition of the Property in Seller's possession, including, without limitation, any environmental inspection reports;

(d) copies of any inspection reports, correspondence or other documentation concerning the compliance of the Property with applicable rules, regulations, ordinances and laws of all Governmental Authorities having jurisdiction, if in Seller's possession;

(e) copies of the Operating Agreements;

(f) copies of all oil and gas or other mineral leases or conveyances encumbering or affecting the Property, if in Seller's possession; and

(g) copies of the Permits, if in Seller's possession.

SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER.

3.2 Right of Inspection.

Purchaser, and Purchaser's representatives, employees, agents and independent contractors and consultants, shall have the right, beginning on the Effective Date and ending on the day of Closing or earlier termination of this Agreement, to enter the Property to make a physical inspection and assessment of the Property; provided, however, that (a) Purchaser shall give Seller at least 1 business days prior notice before entering into the Property (which may be written or oral), (b) no intrusive testing, including, without limitation, the taking of any soil samples or the equivalent, shall occur without Seller's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), as to the nature and scope of the same and the identity of the consultant or contractors performing the same, and (c) if requested by Seller, any such inspections and assessments shall be conducted in the presence of Seller or its designated representative. Purchaser agrees to (i) promptly repair any damage done to the Property in connection with Purchaser's inspection and assessment, and (b) indemnify, defend and hold Seller harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest) resulting from Purchaser's inspection and assessment (collectively "Purchaser's Repair and Indemnification Obligations"), EXCEPT TO THE EXTENT THE SAME ARE (I) CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR AN AFFILIATE, AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER; OR (II) DUE SOLELY TO THE MERE DISCOVERY OF ANY PRE-EXISTING CONDITIONS (EXCEPT TO THE EXTENT PURCHASER'S INSPECTIONS EXACERBATE SUCH CONDITION). All inspections and assessments shall be conducted at times and in a manner that will not unreasonably interfere with use of the Property by Seller or its tenants, if any. Purchaser shall promptly provide Seller with a true, correct and complete copy of all written inspection reports, assessments or similar documentation prepared by or on behalf of Purchaser with respect to the

Property; provided, however, the same will be provided to Seller without any representation or warranty from Purchaser.

3.3 Right of Termination.

If Purchaser determines that the Property is not suitable for its purposes or for any other reason, or no reason at all, Purchaser shall have the right to terminate this Agreement by sending written notice thereof (a "Notice of Termination") to Seller prior to 11:59 p.m., Fort Worth, Texas time, on the date that is 60 days after the Effective Date (the "Inspection Period"); provided, however, in the event that the Effective Date is prior to June 1, 2020, the Inspection Period shall expire on July 31, 2020 (as may be extended pursuant to the terms of this Agreement). For the avoidance of doubt, Purchaser and Seller agree that delivery of the Notice of Termination via email to the email addresses shown in Section 10.6 hereof shall constitute notice for this section. Upon delivery by Purchaser to Seller of a Notice of Termination, this Agreement shall terminate (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser. Purchaser shall have the right to extend the Inspection Period for one additional period of 30 days by providing Seller with written notice of such extension prior to the expiration of the initial Inspection Period and simultaneously depositing with the Title Company \$9,398.76 in additional Earnest Money. If Purchaser fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, as it may be extended as provided above, Purchaser's right to terminate this Agreement pursuant to this Section 3.3 shall automatically expire and be rendered null and void.

ARTICLE IV CONDITIONS PRECEDENT

4.1 Conditions Precedent to Seller's Obligations.

It shall be an express condition precedent to Seller's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Seller, with any waiver to be effective only if the same is executed by an authorized officer of Seller, expressly waives a particular condition and expressly refers to this Section 4.1:

- (a) All representations and warranties made by Purchaser pursuant to this Agreement shall be true and correct in all material respects;
- (b) Purchaser shall have delivered to Seller or deposited with Title Company for the benefit of Seller, all of the documents and other items set forth in Section 5.3 hereof;
- (c) Seller and Purchaser have entered into the Ground Lease; and
- (d) All covenants and other obligations of Purchaser set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Seller in the manner specified above as of the date of Closing, Seller shall have the right, but not the

obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.1 is intended to be or shall be construed as a limitation of any remedies available to Seller pursuant to Section 7.1 hereof if Purchaser defaults under this Agreement.

4.2 Conditions Precedent to Purchaser's Obligations.

It shall be an express condition precedent to Purchaser's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Purchaser, with any waiver to be effective only if the same is executed by an authorized officer of Purchaser, expressly waives a particular condition and expressly refers to this Section 4.2:

(a) All representations and warranties made by Seller pursuant to this Agreement shall be true and correct in all material respects;

(b) Seller shall have delivered to Purchaser or deposited with Title Company for the benefit of Purchaser, all of the documents and other items set forth in Section 5.2 hereof;

(c) Seller and Purchaser have entered into the Ground Lease;

(d) The Title Company shall have issued to Purchaser (or the respective grantee under the Deed) the Owner's Policy, including T-19.1 and T-19.2 endorsements (or a marked-up and signed commitment to issue the Owner's Policy or a signed pro forma Owner's Policy, and in either such instance with the Title Company irrevocably committed to issuing the Owner's Policy upon effectuation of Closing);

(e) Seller shall have cured all title and survey matters it agreed to cure in Seller's Title Response Letter; and

(f) All covenants and other obligations of Seller set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Purchaser in the manner specified above as of the date of Closing, Purchaser shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.2 is intended to be or shall be construed as a limitation of any remedies available to Purchaser pursuant to Section 7.2 hereof if Seller defaults under this Agreement.

ARTICLE V
CLOSING

5.1 Time and Place.

The closing of the transaction contemplated hereby (“Closing”) shall take place by escrow of documents and funds with the Title Company at 2:00 p.m., Fort Worth, Texas time, on the 30th day after the expiration of the Inspection Period (or the nearest business day thereafter if such day is a Saturday, Sunday or legal holiday in Tarrant County, Texas) or on such other date and at such time as may be agreed upon in writing by Seller and Purchaser.

5.2 Seller’s Obligations at Closing.

At Closing, Seller shall:

- (a) deliver to Purchaser a duly executed Special Warranty Deed (the “Deed”) in the form of Exhibit B attached hereto and made a part hereof for all purposes executed and acknowledged by Seller and in recordable form, conveying the Property to Purchaser free and clear of all encumbrances except the Permitted Exceptions;
- (b) join with Purchaser in the execution of the Ground Lease and any memorandum of the same contemplated thereby;
- (c) join with Purchaser in the execution and acknowledgement of any disclosure notices and reports required by applicable state and local law in connection with the conveyance of real property;
- (d) if required by applicable law, deliver to Purchaser a FIRPTA Affidavit (the “FIRPTA Affidavit”) in the form of Exhibit C attached hereto and made a part hereof for all purposes, duly executed by Seller, stating that Seller is not a “foreign person” as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;
- (e) join with Purchaser in the execution of an Assignment and Assumption of Contracts and Permits (the “Assignment”) substantially in the form of Exhibit D assigning the Assumed Operating Agreements and the Assumed Permits to Purchaser, with the assumption by Purchaser of the liabilities and obligations thereunder accruing from and after the date of Closing;
- (f) deliver to Purchaser Seller’s signature page to the Settlement Statement prepared by the Title Company;
- (g) subject to the Ground Lease, deliver to Purchaser possession to the Property and all keys and key codes, as applicable, for all security systems, rooms, offices, safes, deposit boxes, or other locked or lockable areas, facilities or items;
- (h) deliver to the Title Company an “Owner’s Affidavit” in a form reasonably acceptable to the Title Company and Seller; and

(i) deliver to the Title Company evidence, as the Title Company may reasonably require, as to the authority of the person or persons executing documents on behalf of Seller.

5.3 Purchaser's Obligations at Closing.

At Closing, Purchaser shall:

(a) Pay to the Title Company for distribution to the Seller upon Closing the Purchase Price, subject to prorations and adjustments set forth herein, in cash or readily available funds, it being agreed that the Earnest Money shall be delivered to Seller at Closing and applied towards payment of the Purchase Price;

(b) join with Seller in the execution of the Ground Lease and any memorandum of the same contemplated thereby;

(c) join with Seller in execution of the instruments described in Section 5.2(c) hereof, to the extent Purchaser is required to be a party thereto;

(d) join with Seller in the execution of the Assignment;

(e) deliver to Seller Purchaser's signature page to the Settlement Statement prepared by the Title Company; and

(f) deliver to the Title Company evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

5.4 Prorations.

Subject to the terms of the Ground Lease, real property taxes and assessments for the remainder of the year after Closing and subsequent years shall be assumed by Purchaser. Seller and Purchaser acknowledge that Seller is an entity exempt from real property taxes and assessments and during Seller's ownership of the Property, no real property taxes or assessments have been due and payable. Gas, electricity and other utility charges for accounts that will remain in effect after Closing shall be apportioned with respect to the Property as of the date of Closing. The prorations provisions in this Agreement shall not affect Seller's obligations under the Ground Lease. Seller shall receive the income from and, except as set forth above, shall be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within 30 days after receiving written demand therefor. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested within 120 days

after the date all necessary information is available to make a complete and accurate determination of such apportionments. The provisions of this Section 5.4 shall survive Closing.

5.5 Closing Costs.

Seller shall pay (a) the fees of any counsel representing it in connection with the transaction contemplated hereby, (b) the basic premium for the Owner's Policy (excluding the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, which fees and additional premiums shall be paid by Purchaser), (c) the fees for recording the Deed, (d) Seller's Broker's Commission (as such term is defined in Section 9.1 hereof), (e) 1/2 of any escrow fee which may be charged by the Title Company in connection with the transaction contemplated hereby; and (f) any other closing costs customarily paid for by the seller of real estate in Tarrant County, Texas.

Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, (c) the cost of the Survey, (d) 1/2 of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby; and (e) any other closing costs customarily paid for by the purchaser of real estate in Tarrant County, Texas.

All other items of income and expense as are customarily adjusted or prorated upon the sale and purchase of real property shall be made on an accrual basis in accordance with generally accepted accounting principles, and based on the actual number of days in the period.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of Seller.

Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Seller has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity (other than any liens or other encumbrances that will be released at or prior to Closing), (iii) conflict with or violate the organizational documents of Seller, or (iv) result in the creation or imposition of any lien on the Property;

(d) To Seller's Knowledge (as defined below), there is no pending condemnation of the Property as of the Effective Date;

(e) To Seller's Knowledge, there is no pending litigation affecting the Property as of the Effective Date which will bind the Property or Purchaser after Closing; and

(f) There are no leases or other occupancy agreements encumbering the Property which will bind the Property or Purchaser after Closing.

As used in this Agreement, "Seller's Knowledge" means the current, actual knowledge of those employees of Seller whose job descriptions include the management and operation of the Property.

6.2 Representations and Warranties of Purchaser.

Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Purchaser is a limited liability company, duly organized and in good standing under the laws of the State of Delaware. Purchaser is, or will be before Closing, in good standing and authorized to do business in the State of Texas. Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or by the principles governing the availability of equitable remedies);

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated

hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser;

(d) Purchaser is not a consumer as defined by the Texas Deceptive Trade Practices - Consumer Protection Act and has experience in financial and business matters that enable it to evaluate the risks and merits of the transaction contemplated hereby;

(e) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(f) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller; and

(g) Purchaser is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Executive Order") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (the "OFAC") and in any enabling legislation or other executive orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the "Executive Orders"). Neither Purchaser nor any beneficial owner of Purchaser is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "Lists"), (ii) person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.

6.3 Covenants of Seller.

Seller hereby covenants to Purchaser, which covenants shall survive Closing, as follows:

(a) From the Effective Date through the Closing or earlier termination of this Agreement, Seller shall operate the Property in manner consistent with recent past custom and practices for the operation, maintenance and repair of the Property (the "Ordinary Course of Business"), including, without limitation, (i) maintaining all existing insurance coverages for the Property, (ii) performing maintenance and repairs in the Ordinary Course of Business, (iii) maintaining all licenses and permits required for the

Seller's continued ownership, use and operation of the Property; and (iv) not removing or permitting to be removed any fixtures on the Land which constitute real property except as necessary for repairs or replacements of worn out or obsolete items in the Ordinary Course of Business with items of similar quality and utility. Seller shall promptly advise Purchaser of any litigation, arbitration or administrative hearing or similar matter concerning or affecting the Property of which Seller obtains actual knowledge.

(b) Until the Closing or earlier termination of this Agreement, Seller shall not, without the prior written consent of Purchaser (such consent to be in Purchaser's sole discretion) (i) amend, modify, extend, renew or terminate any of the Assumed Operating Agreements, or (ii) enter into any new equipment lease, service contract, lease, franchise agreement, trademark agreement, license agreement, management agreement or other contract or agreement in respect of the Property, except for new equipment leases, repair, maintenance or service contracts entered into in the Ordinary Course of Business and that are terminated by Seller prior to Closing. Further, Seller shall use commercially reasonable efforts, at no cost to Seller, to obtain all necessary consents, approvals, and authorizations required for the assignment of the Assumed Operating Agreements by Seller to Purchaser. Before Closing, but subject to the terms of the Ground Lease, Seller shall cancel or terminate all Operating Agreements other than the Assumed Operating Agreements.

(c) Seller shall not take any of the following actions without the prior written consent of Purchaser, which consent shall be in Purchaser's sole discretion: (i) make or permit to be made any material alterations to any part of the Property, except as required due to an emergency relating to the health or safety or by applicable law; or (ii) grant any new liens or encumbrances upon the Property that will not be discharged upon the Closing;

(d) To the extent received by Seller during the pendency of this Agreement, Seller will promptly deliver to Purchaser copies of written default notices, notices of lawsuits and notices of violations affecting the Property.

(e) During the pendency of this Agreement, Seller (i) will not directly or indirectly (through a broker or otherwise), further market, negotiate or otherwise attempt to sell or transfer the Property, or any portion thereof, to any other party other than Purchaser and (ii) will not accept nor agree to any letter of intent, purchase agreement or other back-up or contingent contracts relating to the sale of all or any portion of the Property other than with Purchaser.

6.4 Covenants of Purchaser.

Purchaser hereby covenants to Seller, which covenants shall survive Closing, as follows:

(a) Purchaser shall, in connection with its inspection and assessment of the Property during the Inspection Period, inspect the Property for the presence of Hazardous Substances (as such term is defined below) and shall, once received, promptly provide Seller with a true, correct, complete and legible copy of all written inspection reports and

other documentation prepared by or on behalf of Purchaser in connection with such inspection. PURCHASER HEREBY ASSUMES FULL RESPONSIBILITY FOR SUCH INSPECTIONS AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST SELLER ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY. As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "pollutant" "contaminant" or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) ("EPCRA"), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("RCRA"), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials, and (iv) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," "industrial solid waste," "solid waste," "radioactive waste" or "special waste from health care facility" in the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann ch. 361), the Texas Clean Air Act (Tex. Health & Safety Code ch 282), the Texas Pesticide Control Act (Tex. Agric. Code Ann. § 76.001 et seq.) and those substances included within the definitions of "hazardous substances," "regulated substances" or "petroleum products" in Subchapter I of the Texas Water Code (Tex. Water Code Ann ch 26, subch. I) and in the regulations promulgated pursuant to any of such laws, all as the same may be amended from time to time (collectively "Environmental Laws"). IT IS THE INTENTION OF SELLER AND PURCHASER THAT THE WAIVER CONTAINED IN THIS SECTION 6.4(A) APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF SELLER'S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER'S AGENTS, EMPLOYEES AND CONTRACTORS; anything in this Agreement notwithstanding, no provision in this Agreement shall limit Seller's obligations to Purchaser or an affiliate of Purchaser

contained in the Ground Lease. The provisions of this Section 7.1(a) shall survive Closing.

(b) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA;

(c) Neither Purchaser nor any officer or director of Purchaser is either a “party in interest” (as defined in Section 3(14) of ERISA) or a “disqualified person” (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller;

(d) Purchaser shall make its policies, procedures and practices regarding compliance with the Executive Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice; and

(e) If Purchaser or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty or liability to Purchaser upon written notice to Purchaser, in which event, the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

ARTICLE VII DEFAULT

7.1 Default by Purchaser.

If Purchaser fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Seller’s default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Seller shall be entitled, **AS ITS SOLE AND EXCLUSIVE REMEDY**, to terminate this Agreement (except for Purchaser’s Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive the Earnest Money, as liquidated damages for the breach of this Agreement.

SELLER AND PURCHASER AGREE THAT IF THIS AGREEMENT IS TERMINATED PURSUANT TO THIS SECTION 7.1, THE DAMAGES THAT SELLER WOULD SUSTAIN AS A RESULT OF SUCH TERMINATION WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO ASCERTAIN. SELLER AND PURCHASER FURTHER AGREE THAT THE EARNEST MONEY IS A FAIR AND REASONABLE APPROXIMATION OF WHAT SELLER’S ACTUAL DAMAGES WOULD BE UNDER SUCH CIRCUMSTANCES. ACCORDINGLY, SELLER AND PURCHASER AGREE THAT SELLER SHALL RETAIN THE EARNEST MONEY AS FULL AND COMPLETE LIQUIDATED DAMAGES AND AS SELLER’S SOLE AND EXCLUSIVE REMEDY FOR SUCH TERMINATION.

7.2 Default by Seller.

If Seller fails to consummate this Agreement for any reason or is otherwise in default of this Agreement before Closing, except Purchaser's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Purchaser shall be entitled, AS ITS SOLE AND EXCLUSIVE REMEDY, to either (a) enforce specific performance of this Agreement, or (b) terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement), receive a refund of the Earnest Money (less the Independent Contract Consideration) and receive from Seller an amount equal to Purchaser's third party out of pocket due diligence and legal costs actually incurred by Purchaser in connection with the transaction contemplated hereby, such amount not to exceed \$18,797.51 (the "Due Diligence Reimbursement"). If Purchaser terminates this Agreement pursuant to the preceding sentence, Seller shall be released from any and all duties, obligations and liability hereunder, other than the Due Diligence Reimbursement. UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, IT BEING UNDERSTOOD BY PURCHASER THAT THE ABOVE DESCRIBED REMEDY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY. Purchaser shall be deemed to have elected to terminate this Agreement and receive a refund of the Earnest Money (less the Independent Contract Consideration) if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Tarrant County, Texas, on or before 30 days after the date on which Closing was to have occurred.

ARTICLE VIII CASUALTY AND CONDEMNATION

8.1 Casualty.

If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller, is equal to or in excess of 15% of the Purchase Price, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Casualty Termination Notice") within 15 days after the later to occur of (a) the date Purchaser receives notice of the damage or destruction; and (b) Purchaser's receipt from a qualified third-party reasonably acceptable to Purchaser and hired by Seller, at its sole cost and expense, evidencing the estimated cost to repair the damage to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or elect to consummate the transaction contemplated hereby, in which event Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If Purchaser fails to send Seller a Casualty Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.1 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, and (i) Seller's right

to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller is less than 15% of the Purchase Price, Purchaser shall have no right to terminate this Agreement as a result thereof, and Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing after which the estimated cost to repair any uninsured damage or destruction to the Property, as determined by a qualified third-party reasonably acceptable to Purchaser and hired by Seller, is equal to or in excess of \$50,000.00 and Seller does not agree in writing to give Purchaser a credit against the Purchase Price at Closing in the amount of such uninsured damage or destruction, Purchaser shall have the right to terminate this Agreement by providing written notice to Seller within 15 days after the date Purchaser receives written notice from Seller of the amount of uninsured damage or destruction to the Property, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

8.2 Condemnation.

If any condemnation or written threat of condemnation of all or any material part of the Property (as reasonably determined by Purchaser) occurs subsequent to the Effective Date and prior to the date of Closing, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Condemnation Termination Notice") within 15 days after the date Purchaser receives notice of the condemnation or written threat of condemnation in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation. If Purchaser fails to send Seller a Condemnation Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.2 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE IX
COMMISSIONS

9.1 Commissions.

Seller agrees to pay to Jones Lange LaSalle Brokerage Inc., a Texas corporation ("Seller's Broker"), a commission if the transaction contemplated hereby is consummated and funded, but not otherwise. Such commission shall be in the amount set forth in a separate written agreement between Seller and Seller's Broker. Purchaser agrees that if any claim is made for brokerage commissions or finder's fees by any broker, finder or agent (other than Seller's Broker) by, through or on account of any acts of Purchaser or its agents, employees or representatives, Purchaser will hold Seller free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys' fees, accountants' fees, court costs and interest) in connection therewith. Seller agrees that if any claim is made for brokerage commissions or finder's fees by any broker, finder or agent by, through or on account of any acts of Seller or its agents, employees or representatives, Seller will hold Purchaser free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys' fees, accountants' fees, court costs and interest) in connection therewith. The provisions of this Section 9.1 shall survive Closing.

ARTICLE X
MISCELLANEOUS

10.1 Disclaimers.

PURCHASER AGREES THAT IT WILL INSPECT AND ASSESS THE PROPERTY PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN ELECTING WHETHER OR NOT TO PURCHASE THE PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS," AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO TITLE TO THE PROPERTY, ANY IMPROVEMENTS

THEREON, OR ANY INTEREST THEREIN. TO THE EXTENT THAT WARRANTIES OF TITLE ARE TO BE MADE, SUCH WARRANTIES SHALL BE SET FORTH SOLELY AND EXPRESSLY IN THE DEED. NOTWITHSTANDING THAT A FORM OF DEED MAY BE ATTACHED TO THIS AGREEMENT AND/OR REFERENCED HEREIN, NO WARRANTY OF TITLE CONTAINED IN SUCH DEED IS INTENDED TO BE INCORPORATED INTO OR MADE A PART OF THIS AGREEMENT.

PURCHASER FURTHER HEREBY IRREVOCABLY WAIVES ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY, DAMAGES, PENALTIES, OR ANY OTHER CLAIM UNDER COMMON LAW OR ENVIRONMENTAL LAW (INCLUDING, WITHOUT LIMITATION, CERCLA, THE TEXAS SOLID WASTE DISPOSAL ACT (TEX. HEALTH AND SAFETY CODE ANN. CH. 361), OR THE TEX. WATER CODE ANN. CH 26), ARISING OUT OF THE HANDLING, STORAGE, DISPOSAL OR RELEASE OF HAZARDOUS SUBSTANCES (AS THAT TERM IS DEFINED HEREIN) ON, AT OR UNDER THE PROPERTY, REGARDLESS WHEN THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM MAY HAVE OCCURRED, EXISTED OR ORIGINATED.

SELLER AND PURCHASER EACH STIPULATE AND AGREE THAT (A) PURCHASER IS A SOPHISTICATED PURCHASER OF REAL PROPERTY, (B) THE TERMS OF THIS SECTION 10.1 ARE A MATERIAL PART OF THIS AGREEMENT AND HAVE BEEN SPECIFICALLY READ AND UNDERSTOOD BY PURCHASER, (C) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION 10.1 HAS BEEN FREELY NEGOTIATED, AND (D) PURCHASER HAS BEEN REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 10.1 SHALL NOT AFFECT SELLER'S OBLIGATIONS UNDER THE GROUND LEASE AND SHALL NOT BE A WAIVER OF ANY RIGHTS UNDER THE GROUND LEASE.

THE PROVISIONS OF THIS SECTION 10.1 SHALL SURVIVE CLOSING.

10.2 Assignment.

Purchaser may not assign its rights under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion; provided, however, Purchaser may assign this Agreement to an affiliate or subsidiary of Purchaser. Any assignment or attempted assignment in violation of the provisions of this Section 10.3 shall be null and void and shall constitute a default by Purchaser. No assignment shall relieve the initial Purchaser from any of its obligations under this Agreement.

10.3 Title Policy or Abstract.

The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy. Notice to that effect is hereby given to Purchaser.

10.4 Expiration of Time Periods.

If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in Tarrant County, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

10.5 Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, certified mail, return receipt requested, or (d) email, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of email, as shown as sent in the email box of the sender to the correct email address shown below. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

(i) If to Seller:

Fort Worth Independent School District
100 N University Dr, Ste. SW207
Fort Worth, TX 76107
Attn. CFO
Email: michael.ball@fwisd.org

with a copy thereof to:

Kent Newsome
Greenberg Traurig
1000 Louisiana, Suite 1700
Houston, Texas 77002
Email: newsomek@gtlaw.com

(ii) If to Purchaser:

c/o Keystone Group, L.P.
201 Main St. Suite 3100
Fort Worth, TX 76102
Attention: Jay Hebert
Email: jhebert@keystoneftw.com

with a copy thereof to:

Akin Gump Strauss Hauer & Feld LLP
201 Main Street, Suite 1600
Fort Worth, Texas 76102
Attention: Marc N. Epstein
Email: mepstein@akingump.com

10.6 Modification.

This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

10.7 Confidentiality.

Purchaser recognizes, understands and agrees that pursuant to this Agreement it will become aware of certain information regarding Seller and the ownership and operation of the Property, including, without limitation, the Due Diligence Materials. Purchaser agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose any such information to any third party or parties, except to agents, attorneys, representatives, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential or investors, potential lenders of all or a portion of the Purchase Price and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose to any third party or parties the existence of this Agreement or the identity of Purchaser prior to Closing, except as expressly allowed pursuant to the terms and provisions of this Agreement and as requested or required by regulatory and/or rating agencies. Purchaser acknowledges that Seller is subject to the Texas Public Information Act (the "TPIA"). As such, upon receipt of a request under the TPIA, Seller may be required to release documents to the requestor. Purchaser agrees to fully cooperate with Seller in responding to public information requests involving this Agreement or the transaction contemplated hereby. Purchaser acknowledges that it has the responsibility to brief the Attorney General's Office on why any documents identified as confidential or proprietary fall within an exception to public disclosure. The provisions of this Section 10.7 shall survive Closing for a period of one (1) year.

10.8 Reporting Requirements.

The Title Company hereby agrees to serve as the "real estate reporting person" as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated hereby appear in Section 10.6 hereof and Seller, Purchaser and the Title Company agree to retain a copy of this Agreement for a period of 4 years following the end of the calendar year in which Closing occurs. The provisions of this Section 10.09 shall survive Closing.

10.9 Municipal Utility or Other District Notices.

Purchaser agrees that if the Property or any portion thereof is located in a municipal utility or other similar district, Purchaser will, within 5 days after request by Seller, execute any and all reasonable and proper notices which, in the opinion of counsel for Seller and for Purchaser, are required by law to be given to Purchaser with respect to the Property.

10.10 Time is of the Essence.

Seller and Purchaser agree that time is of the essence with regard to this Agreement and the performance of the terms and provisions hereof.

10.11 Successors and Assigns.

The terms and provisions hereof are to apply to and bind the permitted successors and assigns of the parties hereto.

10.12 Exhibits and Schedules.

The following schedules or exhibits are attached hereto (the "Exhibits") and shall be deemed to be an integral part hereof:

- (a) Exhibit A-legal description of the Property;
- (b) Exhibit B-form of Deed;
- (c) Exhibit C-form of FIRPTA Affidavit; and
- (d) Exhibit D-form of Assignment.

10.13 Entire Agreement.

This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

10.14 Further Assurances.

Seller and Purchaser agree that they will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section 10.15 shall survive Closing.

10.15 Alternative Dispute Resolution.

Claims and disputes associated with this Agreement will not be resolved by arbitration or any other alternative dispute resolution process unless ordered by a court with jurisdiction over the claim or dispute, or otherwise agreed to in writing by both parties.

10.16 Counterparts.

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Agreement. Signatures delivered in pdf format via email shall be considered original signatures for all purposes.

10.17 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.18 Section Headings.

Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

10.19 Binding Effect.

This Agreement shall not be binding upon either Seller or Purchaser unless and until both Seller and Purchaser have executed this Agreement.

10.20 Choice of Law and Venue.

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Tarrant County, Texas.

10.21 Joint Drafting.

Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

10.22 Board Approval.

This Agreement is expressly subject to the approval of the Board of Trustees of Seller (the "Board"). Purchaser recognizes, stipulates and agrees that Seller will not execute this Agreement prior to Board approval, as set forth in Section 10.27 hereof.

10.23 No Third-Party Beneficiary.

The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.24 No Waiver.

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by Seller of any immunities from suit or from liability Seller may have by operation of local, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

10.25 Non-Discrimination.

Purchaser certifies that it is an equal opportunity employer, and that it conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

10.26 Approval by Seller.

Purchaser recognizes, understands and agrees that this Agreement shall not be binding upon Seller unless and until the same has been approved by the Board and executed by an authorized officer of Seller. Purchaser recognizes, understands and agrees that the Board may, for whatever reason and in its sole and absolute discretion, not approve this Agreement, in which case this Agreement shall not be binding on either party. Purchaser further recognizes, understands and agrees that it cannot and will not rely on any representation, assertion or action other than the execution of this Agreement by an authorized officer of Seller as indicating or evidencing the Board's approval of or Seller's intent or desire to be bound by the terms and provisions of this Agreement.

10.27 Effective Date of Agreement.

Purchaser's offer to purchase the Property as evidenced by Purchaser's execution of this Agreement and delivery thereof to Seller shall be automatically deemed withdrawn and of no further force or effect unless accepted by Seller, which acceptance may be effectuated solely by Seller's execution of this Agreement and delivery thereof to the Title Company, on or before 5:00 p.m., Fort Worth, Texas time, on the 7th day after the submission by Purchaser to Seller of a complete copy of this Agreement duly executed by Purchaser. The date of the Title Company's

receipt, as evidenced by the Title Company's confirmation in the indicated place below, of a fully executed copy of this Agreement, executed by both Seller and Purchaser, shall be deemed the effective date of this Agreement (the "Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

SELLER:

Executed by Seller this
___ day of _____, 2020.

Fort Worth Independent School District,
a political subdivision of the State of Texas

By _____
Name: _____
Title: _____

PURCHASER:

Executed by Purchaser this
21st day of May, 2020.

Keystone Investment Opportunities, LLC,
a Delaware limited liability
company

By JH Hebert
Name: Jay H Hebert
Title: Vice President

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed copy of this Agreement, executed by both Seller and Purchaser, on _____, 2020, which date shall be deemed the "Effective Date" of this Agreement..

TITLE COMPANY:

RATTIKIN TITLE COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

**BAILEYS INDUSTRIAL ADDITION BLOCK 11 LOT 1R BLK 11 LTS 1R 2R 3R 8R 9R
& 10 OF THE CITY OF FORT WORTH, TARRANT COUNTY, TX**

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

THAT Fort Worth Independent School District, a political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by _____, a ("Grantee"), whose mailing address is _____, the receipt and sufficiency of which consideration are hereby acknowledged, and on and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee (i) that certain tract or parcel of real property situated in Tarrant County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto, but excluding any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under such tract or parcel of real property (the "Property").

 Grantor excepts herefrom and reserves unto itself, its successors, and assigns all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property. Grantor waives and releases, on behalf of Grantor and Grantor's successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Grantor as of May _____, 2020, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

 This conveyance is made subject and subordinate to those encumbrances and exceptions (collectively the "Permitted Exceptions") set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property are excluded from the conveyance effectuated hereby, and are hereby reserved by Grantor on behalf of Grantor and its successors and assigns.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED (THIS "DEED"), ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" AND, EXCEPT AS SET FORTH IN THAT CERTAIN AGREEMENT OF PURCHASE AND SALE BETWEEN GRANTEE AND GRANTOR DATED _____, 2020, WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

Real property taxes and assessments for the remainder of the year after the date hereof and subsequent years shall be assumed by Grantee. Grantor and Grantee acknowledge that Grantor is an entity exempt from real property taxes and assessments and during Grantor's ownership of the Property, no real property taxes or assessments have been due and payable.

IN WITNESS WHEREOF, this Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of _____, 2020.

_____,
a _____

By _____
Name: _____
Title: _____

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by _____, of _____, a _____, on behalf of
said _____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT C

FIRPTA AFFIDAVIT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), whose mailing address is _____, that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ ("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is _____;
3. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); and
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document.

EXECUTED effective as of the ___ day of ___, 20__.

_____,
a _____

By _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____,
20____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND PERMITS

Concurrently with the execution and delivery of this Assignment and Assumption of Contracts (this "Assignment"), _____, a _____ ("Assignor"), is conveying to _____, a _____ ("Assignee"), whose mailing address is _____, by Special Warranty Deed (the "Deed"), that certain tract or parcel of real property situated in Tarrant County, Texas, being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon (the "Real Property").

It is the desire of Assignor to assign, transfer, and convey to Assignee any and all right, title and interest of Assignor in and to the contracts and permits described on Exhibit B attached hereto and made a part hereof for all purposes (collectively as the "Assumed Contracts and Permits"). It is the desire of Assignee to assume all of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN to Assignee the Assumed Contracts and Permits.

Assignee accepts, assumes and agrees to perform of Assignor's obligations under the Assumed Contracts and Permits arising or accruing on and after the effective date of this Assignment.

EXECUTED on the dates set forth below, to be effective for all purposes as of _____, 20__.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

**ACTION AGENDA ITEM
BOARD MEETING
MAY 26, 2020**

**TOPIC: APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF
1066 W. MAGNOLIA AVENUE, FORT WORTH, TEXAS 76104,
EXCLUDING MINERAL INTERESTS**

BACKGROUND:

On May 12, 2020, the Board of Education (BOE), by Resolution, declared certain District-owned real property as surplus and no longer necessary for the operation of the school district. Pursuant to Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District, the District, in conjunction with the engagement of a real estate brokerage firm, sought bids on this surplus property, evaluated all bids for best value to the District and, as a result of those efforts, is now seeking the BOE to approve the attached Purchase and Sale Agreement pertaining to:

1066 W. Magnolia Avenue, Fort Worth, TX – Magnolia Building and Parking Lot

Legal Description: Three lots known as Lots 1AR, Block 1 of the Trinity Oaks Hospital; McClellan's Sub Block 14 FD WELC Block 4 Lot 6 6- N1/2 7 Block 4, and Lot 5 Block 4 McClellan's Subdivision Block 14 FD WELC of the City of Fort Worth, Tarrant County, Texas.

The above property, when sold, would exclude the conveyance of any mineral interests owned by the District. The sale is at, or above, the current appraised value of the property.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase and Sale Agreement for the Sale of 1066 W. Magnolia Avenue, Fort Worth, Texas 76104, Excluding Mineral Interests;
2. Decline to Approve Purchase and Sale Agreement for the Sale of 1066 W. Magnolia Avenue, Fort Worth, Texas 76104, Excluding Mineral Interests;
3. Remand to staff for further study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase and Sale Agreement for the Sale of 1066 W. Magnolia, Fort Worth, Texas 76104, Excluding Mineral Interests.

FUNDING SOURCE *Additional Details*

Not Applicable

COST:

All costs associated with the sale of 1066 W. Magnolia Avenue, Fort Worth, Texas 76104 will be paid out of the closing of said property.

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Kent P. Scribner, Ph.D.
Multiple Departments within FWISD

RATIONALE:

Extensive work has been performed by Administration to determine real estate holdings no longer necessary for the operation of Fort Worth Independent School District. The property located at 1066 W. Magnolia Avenue, Fort Worth, Texas 76104 has, by Resolution dated May 12, 2020, been declared surplus by the BOE. As a result, Administration is seeking the BOE to approve the attached Purchase and Sale Agreement in order to sell the property at 1066 W. Magnolia Avenue, Fort Worth, Texas 76104. The sale of this property will be in compliance with Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District.

INFORMATION SOURCE:

Kent P. Scribner, Ph.D.

AGREEMENT OF PURCHASE AND SALE

BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

AS SELLER

AND

URBAN GENESIS LLC,
a Texas limited liability company

AS PURCHASER

covering and describing

1066 W Magnolia Ave, Fort Worth, TX 76104

situated
in
Tarrant County, Texas

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this “Agreement”) is made to be effective as of the date described in Section 10.28 hereof (the “Effective Date”), by and between Fort Worth Independent School District, a political subdivision of the State of Texas (“Seller”), and Urban Genesis LLC, a Texas limited liability company (“Purchaser”).

W I T N E S S E T H:

ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale.

Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at Closing (as such term is defined in Section 5.1 hereof) the land situated in Tarrant County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto (the “Property”). The Property does not include any oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property, all of which are excluded from the transaction contemplated hereby and all of which will be reserved by Seller. Seller waives and releases, on behalf of Seller and Seller’s successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Seller as of the Effective Date, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

1.2 Permitted Exceptions.

The Property shall be conveyed subject to the following matters (collectively the “Permitted Exceptions”):

- (a) the matters deemed to be Permitted Exceptions pursuant to Section 2.3 hereof;
- (b) building restrictions and zoning regulations heretofore or hereafter adopted by any governmental, municipal or other public authority relating to or encumbering the Property; and
- (c) real property taxes for the year of Closing and subsequent years, which taxes shall be assumed by Purchaser and shall not be prorated at Closing, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

1.3 Purchase Price.

Seller shall sell and Purchaser shall purchase the Property for a purchase price of \$2,736,650.00 (the "Purchase Price").

1.4 Payment of Purchase Price.

The Purchase Price shall be paid by Purchaser to Seller in cash or immediately available funds at Closing.

1.5 Earnest Money.

Simultaneously with the execution of this Agreement, Purchaser shall deposit with Rattikin Title Company (the "Title Company"), having its office at 201 Main Street, Suite 800, Fort Worth, Texas 76102, Attention: Megan Newburn, the sum of \$75,000.00 in cash (the "Earnest Money") to be held by the Title Company as earnest money in accordance with the terms of this Agreement. The Title Company is hereby instructed to hold the Earnest Money in an interest-bearing account. All interest accruing on the Earnest Money shall become a part thereof and shall be delivered to the party entitled to receive the Earnest Money. If Purchaser fails to deposit the Earnest Money with the Title Company as provided for herein, this Agreement shall automatically terminate and neither party shall have any further rights, duties or obligations hereunder, other than Purchaser's Repair and Indemnification Obligations (as such term is defined in Section 3.2 hereof), which shall survive the termination of this Agreement.

1.6 Independent Contract Consideration.

Notwithstanding anything to the contrary contained in this Agreement, \$100.00 of the Earnest Money (the "Independent Contract Consideration"), which amount Seller and Purchaser hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement, shall be non-refundable, and shall be promptly delivered by the Title Company to Seller, immediately upon receipt. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, and is nonrefundable in all events. If Closing occurs, the Independent Contract Consideration shall be credited against the Purchase Price, along with the remainder of the Earnest Money.

ARTICLE II TITLE AND SURVEY

2.1 Commitment for Title Insurance.

Seller and Purchaser hereby instruct the Title Company to deliver to Purchaser, Seller and the Surveyor (as such term is defined in Section 2.2 hereof), within 20 days after the Effective Date, a Commitment for Title Insurance (the "Title Commitment") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue to Purchaser at Closing an Owner Policy of Title Insurance (the "Owner's Policy"), the Owner's Policy to be issued by an underwriter reasonably acceptable to Seller and Purchaser, on the

standard form of policy prescribed by the Texas State Board of Insurance and in the amount of the Purchase Price. Seller and Purchaser further instruct the Title Company to deliver to Seller, Purchaser and the Surveyor copies of all instruments referred to on Schedules B or C of the Title Commitment.

2.2 Survey.

Provided Purchaser does not otherwise terminate this Agreement in accordance with its terms, Purchaser shall, within 30 days after the Effective Date and at Purchaser's expense, cause a current Texas Society of Professional Surveyors Category 1A, Condition II survey (the "Survey"), to be performed and completed on the Property by a Registered Professional Land Surveyor licensed by the State of Texas and reasonably acceptable to Seller, Purchaser and the Title Company (the "Surveyor"). The Survey shall be in a form reasonably acceptable to Seller, Purchaser and the Title Company and a copy thereof shall be delivered to Seller, Purchaser and the Title Company. Upon Seller's approval of the Survey and unless otherwise agreed by Seller and Purchaser in writing, the legal description contained in the Survey shall be the legal description contained in the documents used to convey the Property from Seller to Purchaser.

2.3 Title Review Period.

Purchaser shall have 10 days (the "Title Review Period") after the receipt of the Title Commitment and the Survey to provide Seller with written notice (the "Title Objection Letter") of Purchaser's objections to anything contained in the Title Commitment or the Survey (collectively "Title Objections"); provided, however, that none of the items described in Section 1.2 (b) or (c) hereof may be the basis for a Title Objection. Any item contained in the Title Commitment or the Survey to which Purchaser does not object pursuant to the Title Objection Letter shall be deemed a Permitted Exception. If Purchaser delivers to Seller a Title Objection Letter, Seller shall have 10 days, or such greater period of time as may be agreed upon in writing by Seller and Purchaser (the "Cure Period"), during which Seller shall have the right, but not the obligation, to cure or remove the Title Objections and deliver to Purchaser a revised Title Commitment evidencing such cure or removal. Prior to the expiration of the Cure Period, Seller shall provide Purchaser with written notice (the "Title Response Letter") setting forth those Title Objections which Seller has cured or removed and those Title Objections which Seller is unable or unwilling to cure or remove; provided, however, that if Seller does not deliver to Purchaser a Title Response Letter prior to the expiration of the Cure Period, Seller shall be deemed to have elected not to cure or remove any uncured Title Objections. If Seller fails to cure or remove all Title Objections to the reasonable satisfaction of Purchaser and the Title Company, Purchaser may, as its sole and exclusive remedy which may be exercised at any time within 5 days after the expiration of the Cure Period, either terminate this Agreement by written notice to Seller, in which event the Title Company shall return the Earnest Money (less the Independent Contract Consideration) to Purchaser, or waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price. Purchaser's failure to send written notice of the election available to it pursuant to the preceding sentence within 5 days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase

Price, in which case all uncured Title Objections shall automatically be deemed Permitted Exceptions.

2.4 Owner's Policy.

At Closing, the Title Company shall furnish to Purchaser, at Seller's expense except as set forth below, the Owner's Policy. The Owner's Policy may contain as exceptions the standard printed exceptions and the Permitted Exceptions. Notwithstanding anything contained herein to the contrary, if Purchaser requests any endorsements, modifications or additional title insurance coverage, including, without limitation, that the "survey exception" in the Owner's Policy be modified to read "shortages in area" (collectively, the "Additional Coverage"), Purchaser shall pay all fees and additional premiums charged by the Title Company in connection therewith.

ARTICLE III INSPECTION PERIOD

3.1 Delivery of Materials.

Within 10 days after the Effective Date, Seller shall, at Seller's election, either deliver to Purchaser or make available to Purchaser via an online document repository the following (the "Due Diligence Materials"):

- (a) copies of any as-built plans and specifications for the Property, if in Seller's possession and readily available to Seller;
- (b) copies of any inspection reports relating to the Property in Seller's possession and readily available to Seller, including, without limitation, any environmental inspection reports;
- (c) copies of any inspection reports, correspondence or other documentation concerning the compliance of the Property with applicable rules, regulations, ordinances and laws of all governmental, municipal and other public authorities having jurisdiction, if in Seller's possession and readily available to Seller; and
- (d) copies of all licenses and permits relating to the Property, if in Seller's possession and readily available to Seller.

SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. PURCHASER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DATA AND INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY ARE PROVIDED TO PURCHASER AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH MATERIALS, DATA OR INFORMATION BY PURCHASER SHALL BE AT THE SOLE RISK OF PURCHASER.

In the event Purchaser terminates this Agreement, Purchaser shall return originals and all copies of all Due Diligence Materials in Purchaser's possession or control (including all environmental reports, surveys, asbestos reports, plans, zoning documents, etc. received or obtained by the Purchaser) not less than five (5) business days after such termination ("Purchaser's Return of Materials Obligation").

3.2 Right of Inspection.

Purchaser shall have the right, for a period of 90 days after the Effective Date (the "Inspection Period"), to enter the Property to make a physical inspection and assessment of the Property; provided, however, that (a) Purchaser shall give Seller at least 2 business days prior notice before entering into the Property (which may be written or oral), (b) no intrusive testing, including, without limitation, the taking of any soil samples or the equivalent, shall occur without Seller's prior written consent as to the nature and scope of the same and the identity of the consultant or contractors performing the same, and (c) if requested by Seller, any such inspections and assessments shall be conducted in the presence of Seller or its designated representative. Purchaser agrees to (i) promptly repair any damage done to the Property in connection with inspection and assessment, and (b) indemnify, defend and hold Seller harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest) resulting from such inspection and assessment (collectively "Purchaser's Repair and Indemnification Obligations"). All inspections and assessments shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted at times and in a manner that will not unreasonably interfere with use of the Property by Seller or its tenants, if any. Purchaser shall promptly provide Seller with a true, correct and complete copy of all written inspection reports, assessments or similar documentation prepared by or on behalf of Purchaser with respect to the Property.

Purchaser shall have two (2) options to extend the Inspection Period by thirty (30) days per option by depositing an additional \$15,000 in Earnest Money per option with the Title Company prior to the expiration of the initial Inspection Period or first extended Inspection Period as applicable. Each additional Earnest Money deposit shall be applied to the Purchase Price at Closing should Closing occur.

3.3 Right of Termination.

If Purchaser determines that the Property is not suitable for its purposes, Purchaser shall have the right to terminate this Agreement by sending written notice thereof (a "Notice of Termination") to Seller prior to the expiration of the Inspection Period. Upon delivery by Purchaser to Seller of a Notice of Termination prior to the expiration of the Inspection Period, this Agreement shall terminate (except for Purchaser's Repair and Indemnification Obligations and Purchaser's Return of Materials Obligation, which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser. If Purchaser fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, Purchaser's right to terminate this Agreement pursuant to this Section 3.3 shall automatically expire and be rendered null and void; provided, however, the Earnest Money (including any additional Earnest Money deposits) shall be refundable to

Purchaser in the event of a Seller default or the termination of this Agreement pursuant to Section 8.2 hereof, as further set forth in this Agreement.

ARTICLE IV CONDITIONS PRECEDENT

4.1 Conditions Precedent to Seller's Obligations.

It shall be an express condition precedent to Seller's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Seller, with any waiver to be effective only if the same is executed by an authorized officer of Seller, expressly waives a particular condition and expressly refers to this Section 4.1:

(a) All representations and warranties made by Purchaser pursuant to this Agreement shall be true and correct in all material respects; and

(b) All covenants and other obligations of Purchaser set forth in this Agreement shall have been fully and timely performed in all material respects.

If all of the above described conditions are not fully satisfied or waived by Seller in the manner specified above as of the date of Closing, Seller shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder (other than Purchaser's Repair and Indemnification Obligations which shall survive the termination of this Agreement) and the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser; provided, however, that nothing contained in this Section 4.1 is intended to be or shall be construed as a limitation of any remedies available to Seller pursuant to Section 7.1 hereof if Purchaser defaults under this Agreement.

ARTICLE V CLOSING

5.1 Time and Place.

The closing of the transaction contemplated hereby ("Closing") shall take place by escrow of documents and funds with the Title Company at 10:00 a.m., Fort Worth, Texas time, on the 30th day after the expiration of the Inspection Period (or the nearest business day thereafter if such day is a Saturday, Sunday or legal holiday in Tarrant County, Texas) or on such other date and at such time as may be agreed upon in writing by Seller and Purchaser.

Buyer will have one Option to Extend Closing for an additional 30 days. If Buyer exercises this Option to Extend Closing, Buyer will be required to immediately deposit a \$25,000 Option Payment to Title Company that will serve as additional Earnest Money and will be applicable to the Purchase Price at Closing. This Option Payment will be non-refundable (subject to a Seller default under Section 7.2 of this Agreement) and immediately released to Seller once received by the Title company.

5.2 Seller's Obligations at Closing.

At Closing, Seller shall:

(a) deliver to Purchaser a Special Warranty Deed (the "Deed") in the form of Exhibit B attached hereto and made a part hereof for all purposes, executed and acknowledged by Seller and in recordable form, conveying the Property to Purchaser free and clear of all encumbrances except the Permitted Exceptions;

(b) join with Purchaser in the execution and acknowledgement of any disclosure notices and reports required by applicable state and local law in connection with the conveyance of real property;

(c) if required by applicable law, deliver to Purchaser a FIRPTA Affidavit (the "FIRPTA Affidavit") in the form of Exhibit C attached hereto and made a part hereof for all purposes, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;

(d) deliver to Purchaser such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

(e) sole and exclusive possession of the Property free and clear of all leases, tenants, liens and encumbrances, other than the Permitted Exceptions; and

(f) such other documents or instruments as provided in this Agreement or otherwise reasonably required to consummate the Closing of the transactions contemplated herein.

5.3 Purchaser's Obligations at Closing.

At Closing, Purchaser shall:

(a) pay to Seller the Purchase Price in cash or readily available funds, it being agreed that the Earnest Money shall be delivered to Seller at Closing and applied towards payment of the Purchase Price;

(b) join with Seller in execution of the instruments described in Section 5.2(b) hereof;

(c) file or cause to be filed, in a timely manner, all reports or returns required by Section 6045(e) of the Internal Revenue Code of 1986, as amended (the "Code");

(d) deliver to Seller such evidence as Seller and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser; and

(e) such other documents or instruments as provided in this Agreement or otherwise reasonably required to consummate the Closing of the transactions contemplated herein.

5.4 Prorations.

Real property taxes and assessments for the year of Closing and subsequent years shall be assumed by Purchaser, and shall not be prorated. Gas, electricity and other utility charges for accounts that will remain in effect after Closing shall be apportioned with respect to the Property as of the date of Closing. Seller shall receive the income from and, except as set forth above, shall be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. Purchaser shall pay any taxes and assessments assessed against the Property by any taxing authority for the year of Closing or prior years based on change in use or ownership. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within 30 days after receiving written demand therefor. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested within 30 days after the date all necessary information is available to make a complete and accurate determination of such apportionments. The provisions of this Section 5.4 shall survive Closing.

5.5 Closing Costs.

Seller shall pay (a) the fees of any counsel representing it in connection with the transaction contemplated hereby, (b) the basic premium for the Owner's Policy (excluding the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, which fees and additional premiums shall be paid by Purchaser), (c) 1/2 of the fees for recording the Deed, (d) Seller's Broker's Commission (as such term is defined in Section 9.1 hereof), and (e) 1/2 of any escrow fee which may be charged by the Title Company in connection with the transaction contemplated hereby.

Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) the fees and additional premiums charged by the Title Company in connection with any Additional Coverage, (c) the cost of the Survey (d) 1/2 of the fees for recording the Deed, and (e) 1/2 of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby.

All other costs and expenses incurred in connection with the transaction contemplated hereby shall be paid by the party incurring the same.

ARTICLE VI
REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of Seller.

Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Seller has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller;

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity (other than any liens or other encumbrances that will be released at or prior to Closing), (iii) conflict with or violate the organizational documents of Seller, or (iv) result in the creation or imposition of any lien on the Property;

(d) To Seller's current, actual knowledge, no condemnation is pending against the Property;

(e) To Seller's current, actual knowledge, there is not any action, suit or proceeding pending against the Property before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental authority that would affect Purchaser's rights under this Agreement; and

(f) There are no tenant leases in effect at the Property

Additionally, all references to "Seller's actual knowledge", "the knowledge of Seller" or any similar reference shall be deemed to refer to the current actual knowledge of the Chief Financial Officer, Michael Ball, without any special investigation or inquiry. All of Seller's foregoing representations and warranties expressly shall survive the Closing for a period of one (1) year, after which the representations and warranties shall merge into the Closing and be of no further force and effect.

6.2 Representations and Warranties of Purchaser.

Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Purchaser is a limited liability company, duly organized and in good standing under the laws of the State of Texas. Purchaser is in good standing and authorized to do business in the State of Texas. Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms;

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser;

(d) Purchaser is not a consumer as defined by the Texas Deceptive Trade Practices - Consumer Protection Act and has experience in financial and business matters that enable it to evaluate the risks and merits of the transaction contemplated hereby;

(e) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(f) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller; and

(g) Purchaser is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Executive Order") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (the "OFAC") and in any enabling legislation or other executive orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the "Executive

Orders”). Neither Purchaser nor any beneficial owner of Purchaser is (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the “Lists”), (ii) person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (iii) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.

6.3 Covenants of Purchaser.

Purchaser hereby covenants to Seller, which covenants shall survive Closing, as follows:

(a) Purchaser shall, in connection with its inspection and assessment of the Property during the Inspection Period, inspect the Property for the presence of Hazardous Substances (as such term is defined below) and shall promptly provide Seller with a true, correct, complete and legible copy of all written inspection reports and other documentation prepared by or on behalf of Purchaser in connection with such inspection. PURCHASER HEREBY ASSUMES FULL RESPONSIBILITY FOR SUCH INSPECTIONS AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL CLAIMS AGAINST SELLER ARISING FROM THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY. As used in this Agreement, the term “Hazardous Substances” means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “solid waste,” “pollutant” “contaminant” or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) (“CERCLA”), as amended by Superfund Amendments and Reauthorization Act of 1986 (“SARA”), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) (“EPCRA”), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) (“RCRA”), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E)

flammable explosives, or (F) radioactive materials, and (iv) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “pollutant,” “contaminant,” “hazardous waste,” “industrial solid waste,” “solid waste,” “radioactive waste” or “special waste from health care facility” in the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann ch. 361), the Texas Clean Air Act (Tex. Health & Safety Code ch 282), the Texas Pesticide Control Act (Tex. Agric. Code Ann. § 76.001 et seq.) and those substances included within the definitions of “hazardous substances,” “regulated substances” or “petroleum products” in Subchapter I of the Texas Water Code (Tex. Water Code Ann ch 26, subch. I) and in the regulations promulgated pursuant to any of such laws, all as the same may be amended from time to time (collectively “Environmental Laws”). IT IS THE INTENTION OF SELLER AND PURCHASER THAT THE WAIVER CONTAINED IN THIS SECTION 6.4(A) APPLY TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF SELLER’S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER’S AGENTS, EMPLOYEES AND CONTRACTORS;

(b) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA;

(c) Neither Purchaser nor any officer or director of Purchaser is either a “party in interest” (as defined in Section 3(14) of ERISA) or a “disqualified person” (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller;

(d) Purchaser shall make its policies, procedures and practices regarding compliance with the Executive Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice; and

(e) If Purchaser or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement without penalty or liability to Purchaser upon written notice to Purchaser, in which event, the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser.

ARTICLE VII DEFAULT

7.1 Default by Purchaser.

If Purchaser fails to consummate this Agreement for any reason, except Seller’s default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement (except for Purchaser’s Repair and Indemnification Obligations, which shall survive

the termination of this Agreement) and receive the Earnest Money, as liquidated damages for the breach of this Agreement. Seller and Purchaser stipulate and agree that (a) the damages to Seller if Purchaser defaults under this Agreement are difficult or impossible to accurately estimate and (b) the amount of the Earnest Money is a reasonable forecast of just compensation for the harm that would be caused to Seller upon Purchaser's default.

7.2 Default by Seller.

If Seller fails to consummate this Agreement for any reason, except Purchaser's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Purchaser shall be entitled, as its sole and exclusive remedy, to either (a) enforce specific performance of this Agreement, or (b) terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive a refund of the Earnest Money (less the Independent Contract Consideration). If Purchaser terminates this Agreement pursuant to the preceding sentence, Seller shall be released from any and all duties, obligations and liability hereunder. UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, IT BEING UNDERSTOOD BY PURCHASER THAT THE ABOVE DESCRIBED REMEDY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY. Purchaser shall be deemed to have elected to terminate this Agreement and receive a refund of the Earnest Money (less the Independent Contract Consideration) if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Tarrant County, Texas, on or before 90 days after the date on which Closing was to have occurred.

ARTICLE VIII CASUALTY AND CONDEMNATION

8.1 Casualty.

If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller, is equal to or in excess of 25% of the Purchase Price, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Casualty Termination Notice") within 15 days after the date Purchaser receives notice of the damage or destruction, in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or elect to consummate the transaction contemplated hereby, in which event Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction. If Purchaser fails to send Seller a Casualty Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.1 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall

have no further obligation to Purchaser with regard to such damage or destruction. If there is any damage or destruction to the Property subsequent to the Effective Date and prior to the date of Closing, and the estimated cost to repair the Property as determined by a third party contractor selected by Purchaser and reasonably acceptable to Seller is less than 25% of the Purchase Price, Purchaser shall have no right to terminate this Agreement as a result thereof, Seller's right to any insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such damage or destruction.

8.2 Condemnation.

If any condemnation or written threat of condemnation of all or any material part of the Property occurs subsequent to the Effective Date and prior to the date of Closing, Purchaser may, as its sole and exclusive remedy, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) upon written notice to Seller (the "Condemnation Termination Notice") within 15 days after the date Purchaser receives notice of the condemnation or written threat of condemnation in which event the Earnest Money (less the Independent Contract Consideration) shall be returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation. If Purchaser fails to send Seller a Condemnation Termination Notice prior to the expiration of such 15 day period, Purchaser's right to terminate this Agreement pursuant to this Section 8.2 shall automatically expire and be rendered null and void and Purchaser shall be deemed to have elected to consummate the transaction contemplated hereby, Seller's right to any condemnation proceeds resulting from such condemnation shall be assigned in writing by Seller to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE IX COMMISSIONS

9.1 Commissions.

Seller agrees to pay to Jones Lange LaSalle Brokerage Inc., a Texas corporation ("Seller's Broker") a commission if the transaction contemplated hereby is consummated and funded, but not otherwise. Such commission shall be in the amount set forth in a separate written agreement between Seller and Seller's Broker. Purchaser agrees that if any claim be made for brokerage commissions or finder's fees by any broker, finder or agent (other than Seller's Broker) by, through or on account of any acts of Purchaser or its agents, employees or representatives, Purchaser will hold Seller free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys' fees, accountants' fees, court costs and interest) in connection therewith. The provisions of this Section 9.1 shall survive Closing.

ARTICLE X
MISCELLANEOUS

10.1 Disclaimers.

PURCHASER AGREES THAT IT WILL INSPECT AND ASSESS THE PROPERTY PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND THAT PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN ELECTING WHETHER OR NOT TO PURCHASE THE PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, BUT SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS," AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO TITLE TO THE PROPERTY, ANY IMPROVEMENTS THEREON, OR ANY INTEREST THEREIN. TO THE EXTENT THAT WARRANTIES OF TITLE ARE TO BE MADE, SUCH WARRANTIES SHALL BE SET FORTH SOLELY AND EXPRESSLY IN THE DEED. NOTWITHSTANDING THAT A FORM OF DEED MAY BE ATTACHED TO THIS AGREEMENT AND/OR REFERENCED HEREIN, NO WARRANTY OF TITLE CONTAINED IN SUCH DEED IS INTENDED TO BE INCORPORATED INTO OR MADE A PART OF THIS AGREEMENT.

PURCHASER FURTHER HEREBY IRREVOCABLY WAIVES ANY CLAIMS FOR CONTRIBUTION, COST RECOVERY, DAMAGES, PENALTIES, OR ANY OTHER CLAIM UNDER COMMON LAW OR ENVIRONMENTAL LAW (INCLUDING, WITHOUT LIMITATION, CERCLA, THE TEXAS SOLID WASTE DISPOSAL ACT (TEX. HEALTH AND SAFETY CODE ANN. CH. 361), OR THE TEX. WATER CODE ANN. CH 26), ARISING OUT OF THE HANDLING, STORAGE, DISPOSAL OR RELEASE OF HAZARDOUS SUBSTANCES (AS THAT TERM IS DEFINED HEREIN) ON, AT OR UNDER THE PROPERTY, REGARDLESS WHEN THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM MAY HAVE OCCURRED, EXISTED, OR ORIGINATED.

SELLER AND PURCHASER EACH STIPULATE AND AGREE THAT (A) PURCHASER IS A SOPHISTICATED PURCHASER OF REAL PROPERTY, (B) THE TERMS OF THIS SECTION 10.1 ARE A MATERIAL PART OF THIS AGREEMENT AND

HAVE BEEN SPECIFICALLY READ AND UNDERSTOOD BY PURCHASER, (C) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION 10.1 HAS BEEN FREELY NEGOTIATED, AND (D) PURCHASER HAS BEEN REPRESENTED BY LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 10.1 SHALL SURVIVE CLOSING.

10.2 Discharge of Obligations.

The acceptance of the Deed by Purchaser at Closing shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions hereof, except those, if any, which pursuant to the express provisions of this Agreement survive Closing. The acceptance of the Purchase Price by Seller at Closing shall be deemed to be full performance and discharge of every agreement and obligation on the part of Purchaser to be performed pursuant to the provisions hereof, except those, if any, which pursuant to the express provisions of this Agreement survive Closing.

10.3 Assignment.

Except as set forth below, Purchaser may not assign its rights under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion. Notwithstanding the foregoing, Purchaser may assign its rights under this Agreement to an entity controlled by the initial Purchaser hereunder as manager, general partner or the equivalent (a "Controlled Entity"). Any assignment or attempted assignment in violation of the provisions of this Section 10.3 shall be null and void and shall constitute a default by Purchaser. If Seller gives its prior written consent to the assignment of Purchaser's rights and obligations under this Agreement to a proposed assignee other than a Controlled Entity, any and all sums paid by such assignee to Purchaser in connection with such assignment, other than any sums that are paid to Purchaser as reimbursement of out of pocket expenses actually incurred by Purchaser in connection herewith, shall be the property of and delivered by Purchaser to Seller. Any such sums so delivered to Seller shall be deemed consideration for Seller's consent to the proposed assignment. No assignment shall relieve the initial Purchaser hereunder from any of its obligations under this Agreement.

10.4 Title Policy or Abstract.

The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy. Notice to that effect is hereby given to Purchaser.

10.5 Expiration of Time Periods.

If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in Tarrant County, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

10.6 Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, certified mail, return receipt requested, or (d) email, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of email, upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

(i) If to Seller:

Fort Worth Independent School District
100 North University Drive, Suite SW207
Fort Worth, TX 76107
Attn. CFO
Email: michael.ball@fwisd.org

with a copy thereof to:

Kent Newsome
Greenberg Traurig
1000 Louisiana, Suite 1700
Houston, Texas 77002
Email: newsomek@gtlaw.com

(ii) If to Purchaser:

Matt Shafiezadeh
306 Avondale Street
Houston, Texas 77006
Email: matt@urban-genesis.com

with a copy thereof to:

Nathaniel Lounsbury
306 Avondale Street
Houston, Texas 77006
Email: nathaniel@urban-genesis.com

10.7 Modification.

This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

10.8 Confidentiality.

Purchaser recognizes, understands and agrees that pursuant to this Agreement it will become aware of certain information regarding Seller and the ownership and operation of the Property, including, without limitation, the Due Diligence Materials. Purchaser agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose any such information to any third party or parties, except to agents, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential or actual investors, potential and actual lenders of all or a portion of the Purchase Price and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose to any third party or parties the existence of this Agreement or the identity of Purchaser prior to Closing, except as expressly allowed pursuant to the terms and provisions of this Agreement and as requested or required by regulatory and/or rating agencies. Purchaser acknowledges that Seller is subject to the Texas Public Information Act (the “TPIA”). As such, upon receipt of a request under the TPIA, Seller may be required to release documents to the requestor. Purchaser agrees to fully cooperate with Seller in responding to public information requests involving this Agreement or the transaction contemplated hereby. Purchaser acknowledges that it has the responsibility to brief the Attorney General’s Office on why any documents identified as confidential or proprietary fall within an exception to public disclosure. The provisions of this Section 10.8 shall survive Closing.

10.9 Reporting Requirements.

The Title Company hereby agrees to serve as the “real estate reporting person” as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated hereby appear in Section 10.6 hereof and Seller, Purchaser and the Title Company agree to retain a copy of this Agreement for a period of 4 years following the end of the calendar year in which Closing occurs. The provisions of this Section 10.09 shall survive Closing.

10.10 Municipal Utility or Other District Notices.

Purchaser agrees that if the Property or any portion thereof is located in a municipal utility or other similar district, Purchaser will, within 5 days after request by Seller, execute any and all notices which, in the opinion of counsel for Seller, are required by law to be given to Purchaser with respect to the Property.

10.11 Time is of the Essence.

Seller and Purchaser agree that time is of the essence with regard to this Agreement and the performance of the terms and provisions hereof.

10.12 Successors and Assigns.

The terms and provisions hereof are to apply to and bind the permitted successors and assigns of the parties hereto.

10.13 Exhibits and Schedules.

The following schedules or exhibits are attached hereto (the "Exhibits") and shall be deemed to be an integral part hereof:

- (a) Exhibit A-legal description of the Property;
- (b) Exhibit B-form of Deed; and
- (c) Exhibit C-form of FIRPTA Affidavit.

10.14 Entire Agreement.

This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

10.15 Further Assurances.

Seller and Purchaser agree that they will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section 10.15 shall survive Closing.

10.16 Alternative Dispute Resolution.

Claims and disputes associated with this Agreement will not be resolved by arbitration or any other alternative dispute resolution process unless ordered by a court with jurisdiction over the claim or dispute, or otherwise agreed to in writing by both parties.

10.17 Counterparts.

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving the existence, validity or content of this Agreement. Signatures delivered in pdf format via email shall be considered original signatures for all purposes.

10.18 Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.19 Section Headings.

Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

10.20 Binding Effect.

This Agreement shall not be binding upon either Seller or Purchaser unless and until both Seller and Purchaser have executed this Agreement.

10.21 Choice of Law and Venue.

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Tarrant County, Texas.

10.22 Joint Drafting.

Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

10.23 Board Approval.

This Agreement is expressly subject to the approval of the Board of Trustees of Seller (the "Board"). Purchaser recognizes, stipulates and agrees that Seller will not execute this Agreement prior to Board approval, as set forth in Section 10.27 hereof.

10.24 No Third-Party Beneficiary.

The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.25 No Waiver.

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by Seller of any immunities from suit or from liability Seller may have by operation of local, state or federal law. A waiver by either of the parties of any of the covenants,

conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

10.26 Non-Discrimination.

Purchaser certifies that it is an equal opportunity employer, and that it conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

10.27 Approval by Seller.

Purchaser recognizes, understands and agrees that this Agreement shall not be binding upon Seller unless and until the same has been approved by the Board and executed by an authorized officer of Seller. Purchaser recognizes, understands and agrees that the Board may, for whatever reason and in its sole and absolute discretion, not approve this Agreement, in which case this Agreement shall not be binding on either party. Purchaser further recognizes, understands and agrees that it cannot and will not rely on any representation, assertion or action other than the execution of this Agreement by an authorized officer of Seller as indicating or evidencing the Board's approval of or Seller's intent or desire to be bound by the terms and provisions of this Agreement.

10.28 Effective Date of Agreement.

Purchaser's offer to purchase the Property as evidenced by Purchaser's execution of this Agreement and delivery thereof to Seller shall be automatically deemed withdrawn and of no further force or effect unless accepted by Seller, which acceptance may be effectuated solely by Seller's execution of this Agreement and delivery thereof to the Title Company, on or before 5:00 p.m., Fort Worth, Texas time, on the 30th day after the submission by Purchaser to Seller of a complete copy of this Agreement duly executed by Purchaser . The date of the Title Company's receipt, as evidenced by the Title Company's confirmation in the indicated place below, of a fully executed copy of this Agreement, executed by both Seller and Purchaser, shall be deemed the effective date of this Agreement (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

SELLER:

Executed by Seller this
___ day of _____, 2020.

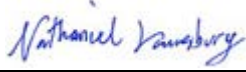
Fort Worth Independent School District,
a political subdivision of the State of Texas

By _____
Name: _____
Title: _____

PURCHASER:

Executed by Purchaser this
20th day of May, 2020.

Urban Genesis,
a Texas limited liability company

By 
Name: Nathaniel Lounsbury
Title: General Counsel

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed copy of this Agreement, executed by both Seller and Purchaser, on _____, 2020, which date shall be deemed the "Effective Date" of this Agreement..

TITLE COMPANY:

RATTIKIN TITLE COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

TRINITY OAKS HOSPITAL BLOCK 1 LOT 1A1

MCCLELLAN'S SUB BLK 14 FD WELC BLOCK 4 LOT 6 6-N1/2 7 BLK 4

MCCLELLAN'S SUB BLK 14 FD WELC BLOCK 4 LOT 5

OF THE CITY OF FORT WORTH, TARRANT COUNTY, TX

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

THAT _____, a _____ ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by _____, a _____ ("Grantee"), whose mailing address is _____, the receipt and sufficiency of which consideration are hereby acknowledged, and on and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain tract or parcel of real property situated in _____ County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon, together with any and all improvements situated thereon, and all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto, but excluding any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under such tract or parcel of real property (the "Property").

Grantor excepts herefrom and reserves unto itself, its successors, and assigns all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property. Grantor waives and releases, on behalf of Grantor and Grantor's successors and assigns, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling and/or producing the minerals in, on and under the Property; provided, however, that the foregoing waiver does not apply to (a) any mineral interests owned or leased by any person or entity other than Grantor as of _____, 2020, (b) exploration, development, drilling or production by pooling with well sites located on other property, or (c) exploration, development, drilling or production by directional drilling below a depth of 500 feet beneath the surface of the Property.

This conveyance is made subject and subordinate to those encumbrances and exceptions (collectively the "Permitted Exceptions") set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Any and all oil, gas and other minerals, similar or dissimilar, that may be located in, on or under the Property are excluded from the conveyance effectuated hereby, and are hereby reserved by Grantor on behalf of Grantor and its successors and assigns.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED (THIS “DEED”), ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE PROPERTY “AS IS” AND “WHERE IS” AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

By acceptance of this Deed, Grantee assumes payment of all property taxes on the Property for the year 20__ and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

IN WITNESS WHEREOF, this Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of _____, 20__.

_____,
a _____

By _____
Name: _____
Title: _____

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__,
by _____, of _____, a _____, on behalf of
said _____.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

EXHIBIT C

FIRPTA AFFIDAVIT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____ §

Section 1445 of the Internal Revenue Code of 1986, as amended (the “Code”), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ (“Transferee”), whose mailing address is _____, that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ (“Transferor”), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor’s U.S. employer identification number is _____;
3. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii); and
4. Transferor’s office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document.

EXECUTED effective as of the ___ day of _____, 20__.

_____,
a _____

By _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this ___ day of _____,
20__.

Notary Public in and for the
State of _____

Printed or Typed Name of Notary

My Commission Expires:

Statutory Requirements

“Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board’s attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney’s duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Law. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

“All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

“This notice is posted and filed in compliance with the Open Meetings Law May 22, 2020 at 5:30 PM.”

Christian Alvarado

Christian Alvarado
Coordinator
Board of Education